

Memorandum



Date: (Public Hearing 03-01-05)
January 20, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Authorizing Issuance of Public Facilities Revenue Bonds

Agenda Item No. 4(P)

RECOMMENDATION

It is recommended that the Board of County Commissioners enact the attached Ordinance (Master Ordinance) authorizing the issuance, in one or more Series, of Public Facilities Revenue Bonds (Jackson Health System) in an aggregate principal amount not to exceed \$300,000,000 (Series 2005 Bonds). The Series 2005 Bonds are being issued for the purpose of: (a) refunding, together with other available moneys of the Public Health Trust (Trust), the Prior Bonds (as defined below); (b) providing proceeds, together with other available moneys of the Trust, if any, for paying or reimbursing the Trust for costs of capital additions as identified in Exhibit "A" to this Master Ordinance (2005 Projects); (c) funding a Debt Service Reserve Fund; and (d) paying the costs of issuance of the Series 2005 Bonds, including the costs of a Credit Facility and a Reserve Account Credit Facility, if any.

The Master Ordinance also provides that (i) any draws in the Debt Service Reserve Fund shall be replenished by the County, if necessary, from legally available non ad valorem revenues pursuant to a covenant by the County to annually budget and appropriate funds for such purpose; and (ii) the Board, by separate resolution or resolutions, approve the details, terms and other matters relating to the issuance of Bonds.

BACKGROUND

Pursuant to Ordinance No. 83-31, as amended and supplemented (Prior Ordinance), the County issued: (i) \$162,765,000 Public Facilities Revenue Bonds, Series 1993, of which \$61,445,000 remain outstanding; (ii) \$58,080,000 Public Facilities Revenue Refunding Bonds, Series 1993A, of which \$39,455,000 remain outstanding; and (iii) \$67,100,000 Public Facilities Revenue Bonds, Series 1998, of which \$64,605,000 remain outstanding. Collectively, the outstanding amounts of these Bonds constitute the Prior Bonds, totaling \$165,505,000.

The projects financed with the Series 1993 Bonds included: Highland Parking Garage, Mental Health Consolidation, Diagnostic Image Center, Jackson North/North Dade Health Center Consolidation, Jackson South Hospital Community Health Inc. (CHI), Medical Services Building, Ryder Trauma Center 3rd and 4th floors, Sweetwater Area Primary Care Center and certain projects associated with the University of Miami/Jackson Memorial Hospital Medical Center Master Plan. The Series 1993A Bonds refunded certain then outstanding indebtedness of the Trust. Projects financed by the Series 1998 Bonds included construction of new Surgical Suites and Surgical Intensive Care Units in the Diagnostic Treatment Center, renovation of space vacated upon

completion of the Diagnostic Treatment Center (approximately 100,000 square feet), relocation and replacement of Incinerator and Waste Disposal Plant, construction of a new parking garage, renovation of space vacated upon the completion of the Trauma Center (approximately 25,000 square feet) and, replacement and enhancement of medical and other moveable equipment.

The Trust is undertaking certain projects, as described in Exhibit "A", and in connection with the financing of these projects and the refunding of the Prior Bonds, it is deemed to be in the County's best interest to authorize the issuance of bonds in more than one series in an aggregate amount not to exceed \$300,000,000. This Master Ordinance authorizes the Series 2005 Bonds to pay all or a portion of the costs of the 2005 Project and to refund, with other available moneys of the Trust, all of the outstanding Prior Bonds. The Prior Ordinance will be defeased by the total refunding of the Prior Bonds and future bonds will be issued pursuant to this Master Ordinance. The new Master Ordinance being recommended for approval incorporates new products and financing options that have emerged since the enactment of the Prior Ordinance and thereby maximizes the County's flexibility when accessing the bond market.

Additionally, this Master Ordinance provides added security in the form of a County covenant to annually budget and appropriate from legally available non ad valorem revenues, funds necessary to replenish any draws in the Debt Service Reserve Fund. The covenant provides the County and the Trust with a stronger credit which will result in economic savings to the Trust.

The Board, under a subsequent Series Resolution and pursuant to the provisions of this Master Ordinance, will be requested to approve, in calendar 2005, the issuance of one or more Series of Bonds in an aggregate principal amount of not to exceed \$300,000,000. The 2005 Project will be identified with greater specificity in the Series Resolution to be presented to the Board for consideration and adoption.

The Series 2005 Bonds will be a special and limited obligation of the County payable solely from and secured by a pledge of the Pledged Revenues of the Trust as provided in the Master Ordinance. Pledged Revenues are defined as Gross Revenues of the Trust and all moneys and investments on deposit to the funds and accounts established under the Master Ordinance.



Assistant County Manager

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS.....3
Section 1.01	Definitions.....3
ARTICLE II	THE BONDS31
Section 2.01	Authority for Issuance of Bonds31
Section 2.02	Details of Bonds.....31
Section 2.03	Execution and Form of Bonds32
Section 2.04	Authentication.....33
Section 2.05	Registration and Transfer of Title; Ownership of Bonds.....33
Section 2.06	Mutilated, Destroyed, Lost or Stolen Bonds.....34
Section 2.07	Temporary Bonds.....35
Section 2.08	Cancellation and Destruction of Surrendered Bonds.....35
Section 2.09	Issuance of Additional Bonds36
Section 2.10	Disposition of Proceeds of Bonds46
ARTICLE III	REDEMPTION OF BONDS47
Section 3.01	Bonds Subject to Redemption; Selection of Bonds to be Called for Redemption.....47
Section 3.02	Notice of Redemption47
Section 3.03	Payment of Redemption Price49
Section 3.04	Bond Redemption Fund for Refunding Issues.....49
ARTICLE IV	CONSTRUCTION FUND.....50
Section 4.01	Establishment of Construction Fund.....50
Section 4.02	Payments from Construction Accounts50
Section 4.03	Procedure Upon Completion of Project.....51
ARTICLE V	REVENUES AND FUNDS.....51
Section 5.01	Pledged Revenues51
Section 5.02	Creation of Funds and Accounts.....53
Section 5.03	Flow of Funds53
Section 5.04	Application of Funds in the Trust Revenue Account.....55
Section 5.05	Application of Moneys in the Debt Service Fund56
Section 5.06	Application of Moneys in the Sinking Fund Account56
Section 5.07	Application of Moneys in the Debt Service Reserve Fund.....57
Section 5.08	Additional Covenants with Respect to the Debt Service Reserve Fund60

ARTICLE VI	SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS	62
Section 6.01	Deposits and Security Therefor	62
Section 6.02	Investment or Deposit of Funds.....	62
Section 6.03	Valuation of Funds.....	63
ARTICLE VII	RIGHTS OF PROVIDERS OF CREDIT FACILITIES	64
Section 7.01	Rights of Providers of Credit Facilities	64
ARTICLE VIII	COVENANTS OF COUNTY	64
Section 8.01	Payment of Principal and Interest on Bonds.....	64
Section 8.02	Maintenance of Existence and of Properties.....	65
Section 8.03	Insurance to be Maintained.....	66
Section 8.04	Destruction, Damage and Eminent Domain	66
Section 8.05	Notice of Property Loss	66
Section 8.06	Disposition of Casualty Insurance and Condemnation Award Proceeds	67
Section 8.07	Preservation of Facilities.....	68
Section 8.08	Payment of Taxes; Discharge of Liens	73
Section 8.09	Extension of Time for Payment of Interest, etc. Prohibited	73
Section 8.10	Employment of Consulting Engineer.....	74
Section 8.11	Establishment of Fiscal Year, Annual Budget.....	74
Section 8.12	Annual Reports and Statements	74
Section 8.13	Other Action to Protect Security Interests	75
Section 8.14	Further Assurances; Additional Revenues.....	75
Section 8.15	Investments to Comply with Internal Revenue Code	75
Section 8.16	Disposition of Liquid Assets.....	76
Section 8.17	Long Term Indebtedness; Short Term Indebtedness; Interim Indebtedness.....	77
Section 8.18	Trust Rates and Charges	83
ARTICLE IX	EVENTS OF DEFAULT AND REMEDIES	85
Section 9.01	Events of Default Defined	85
Section 9.02	Acceleration and Annulment Thereof.....	87
Section 9.03	Registered Owners May Direct Proceedings	87
Section 9.04	Limitations on Actions by Registered Owners	88
Section 9.05	Remedies Not Exclusive	88
Section 9.06	Delays and Omissions Not To Impair Rights	88
Section 9.07	Application of Moneys in Event of Default.....	88
Section 9.08	Registered Owners Entitled to All Remedies under Applicable Law.....	89
ARTICLE X	THE PAYING AGENT AND REGISTRAR	89
Section 10.01	Appointment and Acceptance of Duties	89

Section 10.02. Failure of County or Trust to Act	90
Section 10.03. Compensation	90
Section 10.04. Reliance by Paying Agent and Registrar	91
Section 10.05. Paying Agent and Registrar May Deal in Bonds	91
Section 10.06. No Responsibility for Recitals	91
Section 10.07. Resignation or Removal of Paying Agent and Registrar and Appointment of Successor	92
ARTICLE XI ACTS OF REGISTERED OWNERS; EVIDENCE OF OWNERSHIP OF BONDS.....	93
ARTICLE XII SUPPLEMENTAL ORDINANCES.....	94
Section 12.01 Supplemental Ordinances Without Registered Owners' Consent	94
Section 12.02 Supplemental Ordinances With Registered Owners' Consent	94
Section 12.03 Supplemental Ordinances Part of Ordinance	97
Section 12.04 Notice of Supplemental Ordinances	98
ARTICLE XIII DEFEASANCE.....	98
Section 13.01 Defeasance	98
Section 13.02 Deposit of Funds for Payment of Bonds.....	98
ARTICLE XIV MISCELLANEOUS PROVISIONS.....	99
Section 14.01 No Personal Recourse	99
Section 14.02 No Rights Conferred on Others	100
Section 14.03 Illegal, etc. Provisions Disregarded	100
Section 14.04 Substitute Notice.....	100
Section 14.05 Notices to the County and the Trust	100
Section 14.06 Controlling Law	100
Section 14.07 Successors and Assigns.....	101
Section 14.08 Headings for Convenience Only.....	101
Section 14.09 Counterparts.....	101
Section 14.10 Inconsistent Ordinances	101
Section 14.11 Validation of Bonds	101
Section 14.12 Effective Date	101
EXHIBIT A – 2005 Project	A-1
EXHIBIT B – Designated Facilities	B-1





MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: March 1, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 4(P)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 4(P)

Veto _____

3-1-05

Override _____

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR ISSUANCE FROM TIME TO TIME OF VARIOUS SERIES OF MIAMI-DADE COUNTY FLORIDA PUBLIC FACILITIES REVENUE BONDS (JACKSON HEALTH SYSTEM), PROVIDING THAT SUCH BONDS SHALL BE PAYABLE FROM GROSS REVENUES OF PUBLIC HEALTH TRUST, PROVIDING COVENANTS WITH RESPECT TO SUCH BONDS, INCLUDING COVENANT TO BUDGET AND APPROPRIATE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF COUNTY AMOUNTS AS MAY BE NECESSARY TO REPLENISH DEFICIENCIES IN DEBT SERVICE RESERVE FUND, AUTHORIZING ISSUANCE OF SUCH BONDS IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000,000 IN ONE OR MORE SERIES, FOR PURPOSES OF REFUNDING, TOGETHER WITH OTHER AVAILABLE FUNDS OF PUBLIC HEALTH TRUST, CERTAIN OUTSTANDING MIAMI-DADE COUNTY, FLORIDA PUBLIC FACILITIES REVENUE BONDS, PAYING OR REIMBURSING PUBLIC HEALTH TRUST FOR COSTS OF CERTAIN CAPITAL ADDITIONS TO PUBLIC HEALTH TRUST FACILITIES, FUNDING DEBT SERVICE RESERVE FUND AND PAYING COSTS OF ISSUANCE, INCLUDING COSTS OF CREDIT FACILITY AND RESERVE FACILITY, IF ANY; PROVIDING FOR ESTABLISHMENT BY SUBSEQUENT RESOLUTION OF TERMS, MATURITIES, INTEREST RATES, AND OTHER DETAILS OF BONDS INCLUDING, WITHOUT LIMITATION, FORMS OF DOCUMENTATION NECESSARY FOR ISSUANCE OF BONDS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the Board of County Commissioners (the "Board") of Miami-Dade County, Florida (the "County"), pursuant to Ordinance No. 83-31, as previously amended and supplemented (the "Prior Ordinance"), together with certain ordinances and Series resolutions, has issued (a) Dade County, Florida Public Facilities Revenue Bonds (Jackson Memorial Hospital), Series 1993 in the aggregate principal amount of \$162,765,000, of which \$61,445,000

remain outstanding; (b) Dade County, Florida Public Facilities Revenue Refunding Bonds (Jackson Memorial Hospital), Series 1993A in the aggregate principal amount of \$58,080,000, of which \$39,455,000 remain outstanding; and (c) Miami-Dade County, Florida Public Facilities Revenue Bonds (Jackson Memorial Hospital), Series 1998 in the aggregate principal amount of \$67,100,000, of which \$64,605,000 remain outstanding (collectively, the “Prior Bonds,” which remain outstanding in the aggregate principal amount of \$165,505,000); and

WHEREAS, the Trust is in need of additional health care facilities for use and operation in its provision of health care services to the public and has determined to undertake all or any portion of the projects (collectively, the “2005 Project”) described in Exhibit “A” attached to and made a part of, this ordinance (the “Master Ordinance”); and

WHEREAS, the Board desires to authorize pursuant to this Master Ordinance and expects to issue under and pursuant to this Master Ordinance in one or more Series the County’s Miami-Dade County, Florida Public Facilities Revenue [Refunding] Bonds (Jackson Health System), Series 2005 (the “Series 2005 Bonds”) in an aggregate principal amount not to exceed \$300,000,000 for the purposes of: (a) refunding, together with other available moneys of the Trust, the Prior Bonds; (b) providing proceeds, together with other available moneys of the Trust, if any, for paying or reimbursing the Trust for Costs of all or a portion of the 2005 Project; (c) providing for the funding of any deposits, if necessary, to be made with respect to the Series 2005 Bonds into the Debt Service Reserve Fund, or, in lieu thereof, providing for a Reserve Facility with respect to the Series 2005 Bonds; and (d) paying the costs of issuance of the Series 2005 Bonds, including, without limitation, the cost of any premiums for municipal bond insurance and any Reserve Facility related to the Series 2005 Bonds as may be deemed advisable; and

WHEREAS, the Trust Board (as defined below) has approved this Master Ordinance and is requesting the Board to enact the same and to issue the Series 2005 Bonds authorized by this Master Ordinance; and

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum (the “County Manager’s Memorandum”), a copy of which is incorporated in this Master Ordinance by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In this Master Ordinance and any ordinance amending this Master Ordinance (except as otherwise expressly provided or unless the context otherwise requires) terms used as defined terms in the recitals to this Master Ordinance shall have the same meanings throughout this Master Ordinance, and in addition, the following terms shall have the meanings specified below:

“Accreted Value” shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the initial principal amount of such Capital Appreciation Bond plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Compounding Date next preceding the date of computation or the date of computation if a Compounding Date plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bond, if such date of computation shall not be a Compounding Date, a portion of the difference between the Accreted

Value as of the immediately preceding Compounding Date (or the date of original issuance if the date of computation is prior to the first Compounding Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Compounding Date, calculated based on the assumption that Accreted Value accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of twelve months of thirty days each. Interest shall accrue on any Capital Appreciation Bond and be compounded periodically at such rate and at such times as provided in, or pursuant to, the resolution authorizing the issuance of said Capital Appreciation Bond.

“Additional Bonds” shall mean any Bonds issued at any time under Section 2.09 of this Master Ordinance.

“Appreciated Value” shall mean, with respect to any Capital Appreciation and Income Bond: (a) as of any date of computation prior to the Interest Commencement Date, an amount equal to the principal amount thereof on the date of original issuance plus the interest accrued on such Capital Appreciation and Income Bond from the date of original issuance of such Capital Appreciation and Income Bond to the Compounding Date next preceding the date of computation or the date of computation if a Compounding Date, such interest to compound periodically at the times and at the rate provided in, or pursuant to, the resolution authorizing the issuance of said Capital Appreciation and Income Bond, plus, if such date of computation shall not be a Compounding Date, a portion of the difference between the Appreciated Value as of the immediately preceding Compounding Date (or the date of original issuance if the date of computation is prior to the first Compounding Date succeeding the date of original issuance) and the Appreciated Value as of the immediately succeeding Compounding Date, calculated based upon an assumption that Appreciated Value accrues during any period in equal daily amounts on

the basis of a year of 360 days consisting of twelve months of thirty days each; and (b) as of any date of computation on and after the Interest Commencement Date, the Appreciated Value on the Interest Commencement Date.

“Architect” shall mean an architect, engineer, construction manager, or firm thereof or other Person qualified to pass on questions relating to the construction and maintenance of hospital projects who has been appointed by the Trust and who is in fact Independent.

“Architect’s Certificate” shall mean a certificate or report duly executed by an Architect.

“Authorized Newspaper” shall mean a newspaper printed in English and customarily published on a daily basis and circulated throughout the County, or, if determined by the Finance Director to be more likely to reach the audience for which notice is intended, a municipal finance trade publication such as The Bond Buyer. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

“Average Annual Debt Service Requirements” shall mean, with respect to Bonds or other debt under consideration, the sum of Debt Service Requirements for the Fiscal Years contained, at the time of the calculation, in the remaining life of such Bonds or other debt, divided by the number of Fiscal Years contained, at the time of the calculation, in the remaining life of such Bonds or other debt, excluding any period for which interest has been capitalized in the issue of such Bonds or other debt.

“Board” shall mean the Board of County Commissioners of Miami-Dade County, Florida.

“Bond” or “Bonds” shall mean the Bonds issued under and pursuant to this Master Ordinance.

“Book Value” when used in connection with the Trust Facilities shall mean the value of such property, net of accumulated depreciation, as it is carried on the books of the Trust in conformity with Generally Accepted Accounting Principles.

“Capital Addition” or “Capital Additions” shall mean new and additional property or replacement property, alterations, repairs, renewals and improvements chargeable to a plant or equipment account under Generally Accepted Accounting Principles, including, inter alia, without intending to limit the generality of the foregoing, land, rights of way, easements, licenses, leaseholds, other interests in real property, replacements of property retired, and additions and improvements of or to the Designated Facilities, including, inter alia, without intending to limit the generality of the foregoing, buildings, structures, fixtures, furnishings, equipment, accessories, and related facilities, real, personal and mixed, in each case made, constructed or acquired by the Trust, whether within or outside the boundaries of the tracts of land described in Exhibit B to this Master Ordinance (or, in the case of personal property, all such property located on said tracts of land), and all other property of the Trust at any location, which property is acquired or constructed with the proceeds of indebtedness which shares, on a parity with Registered Owners, in any security in the Gross Revenues granted to holders of such Indebtedness, but excluding the Designated Facilities.

“Capital Appreciation Bonds” shall mean any Bonds as to which interest is compounded periodically on each Compounding Date and which are payable in an amount equal to the then current Accreted Value only at maturity, earlier redemption or other payment date therefor, all as designated by, or pursuant to, the resolution authorizing the issuance of such Bonds, and which may be either serial Bonds or term Bonds.

“Capital Appreciation and Income Bonds” shall mean any Bonds as to which accruing interest is not paid prior to the Interest Commencement Date specified in, or pursuant to, the resolution authorizing the issuance of such Bonds and with respect to which, until said Interest Commencement Date, the Appreciated Value is compounded periodically on each Compounding Date, and which may be either serial bonds or term Bonds.

“Certified Public Accountant” shall mean a Person who shall be Independent, appointed by the Trust or the County (as appropriate), actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution of the Trust” shall mean a copy of a resolution of the Trust Board or a duly authorized committee thereof, certified by the Secretary or Assistant Secretary of the Trust or other officer serving in a similar capacity, under its seal, to have been duly adopted and to be in full force and effect as of the date of such certification.

“Charter” shall mean the Home Rule Amendment and Charter of Miami-Dade County, Florida, adopted by the electors of Miami-Dade County pursuant to Article VIII, Section 11, of the Florida Constitution of 1885, as amended.

“Compounding Date” shall mean, with respect to any Capital Appreciation Bond or any Capital Appreciation and Income Bond, the dates on which interest shall compound, as specified in the resolution authorizing the issuance of such Bond.

“Construction Fund” shall mean the fund or funds to be established pursuant to Section 4.01 of this Master Ordinance.

“Consultant” shall mean a nationally recognized Person, who shall be Independent, appointed by the Trust, qualified to pass upon questions relating to the affairs of health care

facilities and having a favorable reputation for skill and experience in the financial affairs of health care facilities.

“Consultant’s Certificate” shall mean a certificate executed by the Consultant.

“Consulting Engineer” shall mean an engineer or architect (or firm or corporation thereof) registered in the State, or to the extent permitted by law in another state, and qualified to pass upon health care facility construction questions, who has been appointed by the Trust and who is Independent.

“Consulting Engineer’s Certificate” shall mean a certificate or a report executed by the Consulting Engineer.

“Convertible Bonds” shall mean Bonds which are convertible, at the option of the County, into a type of bonds permitted by this Master Ordinance other than the type of such bonds at the time they were issued.

“Cost” or “Costs,” in connection with any Capital Additions, shall mean the cost of acquisition, construction or equipping of the Capital Additions and all other items of cost incident to the Capital Additions and shall include such costs as are eligible costs within the purview of applicable law, including, without limitation, the following:

(a) obligations incurred by the County or the Trust for labor, materials and services to contractors, builders, materialmen and others in connection with the construction of enlargements, improvements, and extensions to Capital Additions, for machinery and equipment, for necessary water and sewer lines and connections, for utilities and landscaping, for the restoration or relocation of any property damaged or destroyed in connection with such construction, for the removal or relocation of any structures and for the clearing of lands;

(b) the cost of acquiring by purchase such lands, property rights, rights of way, easements, franchises and other interests as may be deemed necessary or convenient by the County or the Trust, options and partial payments thereon, the cost of demolishing or removing any buildings or structures on land so acquired, including the costs of acquiring any lands to which such buildings or structures may be moved and the amount of any damages incident to or consequent upon the Capital Additions and the operation, repair and maintenance of the Capital Additions;

(c) interest accruing upon the Bonds prior to the commencement of and during such construction of the Capital Additions and for any reasonable additional period after the completion of such construction;

(d) the reasonable fees and expenses of a Paying Agent and Registrar and any other fiduciaries or agents for their services prior to and during construction, and premiums on insurance, if any, in connection with the Capital Additions during such construction;

(e) the cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determine the feasibility or practicability of the Capital Additions, fees and expenses of engineers, architects and consultants for making studies, surveys and estimates of costs and of revenues and other estimates, and fees and expenses of engineers, architects and consultants for preparing plans and specifications and supervising construction as well as for the performance of all other duties of engineers, architects and consultants set forth in this Master Ordinance in relation to such construction and the issuance of the applicable Bonds therefor;

(f) legal expenses and fees, financing charges, operating charges and reserves, expenses of recordation of legal instruments, costs of audits and of preparing and issuing the Bonds and

15

premiums, fees and expenses of any Credit Facility or Reserve Facility, and all other items of expense not elsewhere in this section specified incident to the Capital Additions and the placing of the same in operation, the financing thereof, the acquisition of other lands, property, rights, rights of way, easements, franchises and interests in or relating to lands, including abstracts of title, opinions of title, title insurance, cost of surveys and other expenses in connection with the Capital Additions, and expenses of administration properly chargeable to the Capital Additions;

(g) reimbursement of any obligation or expense incurred, advanced or paid by the County or the Trust, including the materials, supplies or equipment furnished by the County or the Trust in connection with the Capital Additions, and paid for by the County or the Trust out of funds other than money in the Construction Fund; and

(h) capital costs of administration properly chargeable to the Capital Additions under Generally Accepted Accounting Principles, and all other items of expense not elsewhere specified in this Master Ordinance, incident to the acquisition, construction and equipping of the Capital Additions and the placing of the Capital Additions in operation.

In the case of the refunding or redemption of any Bonds, "Cost" includes, without limiting the generality of the foregoing, advertising and other expenses related to the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid under this Master Ordinance, such payment may be made by way of reimbursement to the Trust, the County or others who have paid the same.

"Counsel" shall mean an attorney-at-law or law firm who may be counsel for the Trust or for the County.

“Counterparty” shall mean a financial institution who enters into a Hedge Agreement with the County and the Trust in connection with any Bonds and whose senior long-term debt obligations, or whose payment obligations under such Hedge Agreement are guaranteed by an entity whose senior long-term debt obligations, claims paying ability or financial strength are rated on the date the Hedge Agreement is entered into in one of the three highest rating categories (without regard to any gradations within such categories) of a Rating Agency.

“County” shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

“County Attorney” shall mean the Office of the Miami-Dade County Attorney.

“County Clerk” or “Clerk” shall mean the Clerk of the Board or his or her designee or the officer succeeding to his or her principal functions.

“County Manager” shall mean the County Manager of the County or his or her designee or the officer succeeding to his or her principal functions.

“Credit Facility” shall mean each and every irrevocable letter of credit, policy of municipal bond insurance, surety bond, guaranty, purchase agreement, credit agreement or similar facility in which the entity providing such facility irrevocably agrees to provide funds to make payment of the principal of and interest on Bonds when due.

“Debt Service Fund” shall mean the fund so designated which is established pursuant to Section 5.02 of this Master Ordinance.

“Debt Service Requirements” with reference to a specified period, shall mean:

- A. interest payable on the Bonds or Long Term Indebtedness, as the case may be (the “Subject Indebtedness”), during the period, with adjustment for

capitalized interest and for interest on the Subject Indebtedness to be redeemed during such period through any sinking fund account;

- B. amounts required to be paid into any mandatory sinking fund account during the period; and
- C. amounts needed to pay the principal of the Subject Indebtedness maturing during the period and not to be redeemed prior to maturity through any sinking fund account.

In computing “Debt Service Requirements” for any Fiscal Year, the following rules shall apply:

- (i) in the case of Variable Rate Bonds, interest shall be computed at the average rate of interest which was payable on such Bonds during the last 12 months or the actual number of months that such Bonds were Outstanding if less than 12, except that (a) with respect to any Variable Rate Bonds which are being issued on the date of computation, interest shall be computed at the estimated initial rate of interest of such Bonds upon issuance thereof, as set forth in a certificate of the principal underwriters or the County’s financial advisor with respect to such Bonds, and (b) after the date of issuance with respect to any Variable Rate Bonds, interest on any Outstanding Variable Rate Bonds shall be computed (A) with respect to such Bonds which were Outstanding in the preceding Fiscal Year or portion thereof, at the average rate of interest which was payable on such Bonds during the last 12 months or the actual number of months that such Bonds were Outstanding if less than 12, and (B) with respect to such Bonds which were not Outstanding at any time during the preceding 12 months, at the initial rate of interest on such Bonds upon their issuance; “average rate” as used in this paragraph shall

mean the rate determined by dividing the total annualized amount of interest paid on such Bonds during the last 12 months or the actual number of months that such Bonds were Outstanding if less than 12 by the principal amount of such Bonds Outstanding during the last 12 months or the actual number of months that such Bonds were Outstanding if less than 12;

(ii) in the case of Put Bonds, the date or dates on which the Registered Owners of such Put Bonds may elect or be required to tender such Bonds for payment or purchase shall be ignored and the stated dates for mandatory sinking fund installments and principal payments thereof shall be used for purposes of this calculation so long as the source for said payment or purchase is a Liquidity Facility and the provider of such facility maintains a rating in one of the three highest short-term rating categories (without regard to any gradations within such categories) of a Rating Agency; provided, however, that notwithstanding the foregoing or the provisions of clause (i) above, during any period of time after the provider of a Liquidity Facility has advanced funds under a Liquidity Facility and before such amount is repaid, Debt Service Requirements shall include the principal amount so advanced and interest thereon, in accordance with the principal repayment schedule and interest rate or rates specified in the reimbursement or other similar agreement relating to such Liquidity Facility;

(iii) in the case of Capital Appreciation Bonds, the principal and interest portions of the Accreted Value becoming due at maturity or by virtue of mandatory sinking fund installments shall be included when due and payable;

(iv) in the case of Capital Appreciation and Income Bonds, the principal and interest portions of the Appreciated Value becoming due at maturity or by virtue of mandatory sinking fund installments shall be included when due and payable;

(v) in the case of Convertible Bonds, the calculations shall be based on the type of the Bonds as of the time of the calculation without regard to any unexercised conversion feature;

(vi) if all or a portion of the principal or mandatory sinking fund installments of or interest on Bonds is payable from funds set aside or deposited for such purpose (other than funds on deposit in the Debt Service Reserve Fund), including funds in respect of capitalized interest deposited to the credit of the Construction Fund or Debt Service Fund, together with projected earnings thereon, such principal, mandatory sinking fund installments or interest shall not be included in computing Debt Service Requirements if such funds, together with the investment earnings thereon, will provide sufficient moneys to pay when due such principal, mandatory sinking fund installments or interest, as applicable; and

(vii) to the extent that the County or the Trust has entered into a Hedge Agreement with respect to any Bonds and notwithstanding the provisions of clauses (i) through (vi) above, while the Hedge Agreement is in effect and so long as the Counterparty has not defaulted thereunder and so long as the senior-long term debt obligations of the Counterparty or of any entity guaranteeing the payment obligations of the Counterparty under the Hedge Agreement are rated in one of the three highest rating categories (without regard to any gradations within such categories) of a Rating Agency, for the purpose of determining the Debt Service Requirements the interest rate with

respect to the principal amount of such Bonds equal to the “notional” amount specified in the Hedge Agreement shall be assumed to be (A) if the Hedge Obligations under the Hedge Agreement are computed based upon a fixed rate of interest, the actual rate of interest upon which the Hedge Obligations are computed under such Hedge Agreement, and (B) if the Hedge Obligations under the Hedge Agreement are computed based upon a variable rate of interest, the average rate of interest for the Hedge Obligations under the Hedge Agreement for the prior Fiscal Year or portion thereof while the Hedge Agreement was in effect or if the Hedge Agreement was not in effect during such prior Fiscal Year, then the lesser of (X) the initial rate of interest for the Hedge Obligations under the Hedge Agreement and (Y) the average rate of interest for the prior Fiscal Year under a published variable interest rate index selected by the County which is generally consistent with the formula which shall be used to determine the Hedge Obligations; “average rate” with respect to the Hedge Obligations for the prior Fiscal Year shall mean the rate determined by dividing the total annualized amount paid by the County under the Hedge Agreement in such Fiscal Year or portion thereof (without taking into account Hedge Receipts during such prior Fiscal Year or portion thereof) by the “notional” amount specified in the Hedge Agreement for such Fiscal Year.

“Debt Service Reserve Fund” shall mean the fund so designated which is established pursuant to Section 5.02 of this Master Ordinance.

“Debt Service Reserve Requirement” shall have the meaning ascribed to it in Section 5.07 of this Master Ordinance.

“Designated Facilities” shall mean the public health care facilities owned by the County, designated by the Board for operation by the Trust on the date of this Master Ordinance and

identified on Exhibit B to this Master Ordinance, and any additional such facilities designated by the Trust Board from time to time.

“Event of Default” shall mean any of the events described in Section 9.01 of this Master Ordinance.

“Excluded Facilities” shall mean all facilities presently designated by the Board or designated in the future by the Board as Excluded Facilities of the Trust, pursuant to Florida Statutes 154.07 and 154.08 and Section 25A-2(a) and (b) of the Miami-Dade County Code.

“Finance Director” shall mean the Finance Director of the County or the officer succeeding to his or her principal functions.

“Fiscal Year” shall mean the period of twelve months beginning October 1 of each year, or any other Fiscal Year hereafter adopted by the Trust.

“Fitch” shall mean Fitch Ratings, a wholly owned subsidiary of Fimalac, S.A., and its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by the Finance Director.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of hospitals, as appropriate, as promulgated by the Governmental Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants or any successor body.

“Government Obligations” shall mean, to the extent permitted by law to be used for their intended purpose, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America; (b) evidences of ownership of proportionate interests in future interest or principal payments on obligations



specified in clause (a) of this definition held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in clause (a) of this definition, and which underlying obligations are not available to satisfy any claim of the custodian of any person claiming through the custodian or to whom the custodian may be obligated; (c) municipal obligations, the payment of the principal of and interest and premium, if any, on which are irrevocably secured by obligations described in clause (a) of this definition and which obligations have been deposited in an escrow account which is irrevocably pledged to the payment of the principal, interest on and redemption premium, if any, on such municipal obligations; (d) obligations issued by any state of the United States, or any political subdivision thereof; and (e) municipal obligations the payment of the principal of and interest on which are insured; provided, however, the obligations described in clauses (d) and (e) of this definition shall also be rated in one of the top two highest rating categories (without regard to any gradation within such category) by Fitch, Moody's and S&P; provided, however, the investment of moneys held in any fund or account created by this Master Ordinance in such Governmental Obligations shall be limited by Florida law in effect from time to time.

“Government Restrictions” shall mean any Federal, State of Florida or other applicable governmental laws or regulations affecting the Trust which place restrictions and limitations on (a) the rates, fees and charges to be fixed, charged and collected by the Trust or, (b) the level of gross revenues derived from medical and hospital expense reimbursement and rate payment programs and agreements.

“Gross Revenues” shall mean, with respect to any period, all receipts (including Hedge Receipts), revenues, income and other moneys received by the Trust, whether operating or non-

operating in connection with the Trust Facilities (other than the proceeds of borrowings) and all rights to receive the same whether in the form of, chattel paper, instruments, documents, or other rights, and any instruments, documents or other rights and the proceeds thereof, and any insurance on the Trust Facilities, and the proceeds of any or all of the above. Notwithstanding the foregoing, the determination of Gross Revenues shall not include or take into account: (a) any amounts with respect to services rendered by the Trust to or on behalf of the County for the payment of which the County has not budgeted or allocated funds, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Trust; (b) gifts, grants, bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specified purposes inconsistent with the application thereof to the payment of debt service on the Bonds or not subject to pledge, and the income derived therefrom to the extent required by such designation or restriction; (c) any unrealized gains or losses on investments; (d) any profits or losses on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets or resulting from the early extinguishment of debt, or (e) proceeds of casualty insurance and condemnations awards.

“Hedge Agreement” shall mean an interest rate exchange agreement, an interest rate swap agreement, a forward purchase contract, a put option contract, a call option contract or any other financial product which is used by the County and the Trust as a hedging device with respect to its obligation to pay debt service on any of the Bonds, entered into between the County and the Trust and a Counterparty; provided that such arrangement shall be specifically designated in a certificate of the Finance Director as a “Hedge Agreement” for purposes of this Master Ordinance; and provided further that at the time of entering into such Hedge Agreement

the County shall have obtained written evidence that entering into such Hedge Agreement will not, in and of itself, result in a withdrawal or reduction of any rating assigned to any of the Bonds by a Rating Agency.

“Hedge Charges” shall mean charges payable by the County and the Trust to a Counterparty upon the execution, renewal or termination of any Hedge Agreement, any periodic fee payable by the County and the Trust to keep such Hedge Agreement in effect and all other payments required under such Hedge Agreement, including, to the extent permitted by law, indemnification payments, tax-gross up payments and default related payments, but excluding Hedge Obligations.

“Hedge Obligations” shall mean net payments required to be made by the County and the Trust under a Hedge Agreement from time to time as a result of fluctuation in hedged interest rates, or fluctuation in the value of any index of payment, but not including Hedge Charges.

“Hedge Receipts” shall mean net payments received by the County or the Trust from a Counterparty under a Hedge Agreement.

“Independent” shall mean with respect to the Architect, Certified Public Accountant, the Consultant, the Insurance Consultant, and the Consulting Engineer, a Person who is not a member of the Trust Board or the Board, or an officer or employee of the County or an officer or employee of the Trust, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Trust Board or the Board, an officer or employee of the County or an officer or employee of the Trust; provided, however, that the fact that such Person is retained regularly by or transacts business with the County or the Trust shall not make such Person an employee within the meaning of this definition.

“Insurance Consultant” shall mean a Person who shall be Independent, appointed by the Trust, qualified to survey risks and to recommend insurance coverage for health care facilities and services and organizations engaged in like operations and having a favorable reputation for skill and experience in such surveys and such recommendations, and who may be a broker or agent with whom the Trust or the County transacts business.

“Interest Commencement Date” shall mean, with respect to any particular Capital Appreciation and Income Bonds, the date specified in, or pursuant to, the resolution authorizing the issuance of such Bonds (which date must be prior to the maturity date for such Bonds) after which interest accruing on such Bonds shall be payable on a periodic basis, with the first such payment date being the applicable interest payment date immediately succeeding such Interest Commencement Date.

“Interim Indebtedness” shall mean indebtedness of the Trust or the County payable from Gross Revenues which (a) has a final maturity not more than sixty (60) months after the date it is incurred, (b) which is designated as Interim Indebtedness by the County and which the County intends to refinance from the proceeds of Long Term Indebtedness within such sixty (60) month period, and (c) which meets the requirements of Section 8.17 of this Master Ordinance.

“Investment Securities” shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of trust funds:

- (a) Government Obligations;
- (b) bonds, debentures or notes issued by any of the following federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National

Mortgage Association, Federal Land Banks, or the Federal National Mortgage Association (including participation certificates issued by such Association);

(c) all other obligations issued or unconditionally guaranteed as to principal and interest by an agency or person controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the United States Congress;

(d) general obligations of any state of the United States (other than obligations rated lower than the three highest grades by the Rating Agencies, to the extent a Rating Agency rates such general obligations);

(e) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is fully secured in an amount at least equal to one hundred three percent (103%) of its fair market value by Government Obligations delivered to another bank or trust company organized under the laws of any state of the United States of America or any national banking association, as custodian;

(f) certificates of deposit or similar arrangements which are rated in one of the two highest rating categories by each Rating Agency (to the extent a Rating Agency rates such instruments) with any Federal or State of Florida bank, trust company or savings and loan association which is a member of the Federal Deposit Insurance Corporation;

- (g) investment agreements or contracts which are rated, or are issued or guaranteed by an entity whose long-term unsecured obligations are rated, in one of the two highest rating categories by the Rating Agencies (to the extent a Rating Agency rates such instruments), and which are not required to be registered under the Securities Act of 1933 but may be so registered, whereby under each such investment agreement or contract the party is absolutely and unconditionally obligated to repay the moneys invested by the Trust and interest at a guaranteed rate, without any right of recoupment, counterclaim or set off; provided, however, that such party may have the right to assign its obligations under any such agreements or contracts to any other entity if the investment agreements or contracts shall continue to be rated in one of the two highest rating categories by the Rating Agencies (to the extent a Rating Agency rates such agreements or contracts) and if such agreements or contracts shall not be registered, the agreements or contracts shall not be required to be registered under the Securities Act of 1933 by reason of such assignment; and
- (h) any other investment which is a permitted investment for public funds under the then current Investment Policy of the County.

“Legally Available Non Ad Valorem Revenues” shall mean all available revenues and taxes of the County derived from any source whatsoever other than ad valorem taxation on real and personal property but including “operating transfers in” and appropriable fund balances within all Funds (as defined below) of the County over which the Board has full and complete discretion to appropriate the resources therein. “Funds”, for purposes of this defined term only,

shall mean all governmental, proprietary and fiduciary funds and accounts of the County as defined by Generally Accepted Accounting Principles.

“Liquidity Facility” shall mean a letter of credit, policy of insurance, surety bond, guaranty, purchase agreement, credit agreement or similar facility in which the entity providing such facility (which entity may be the County or the Trust) agrees to provide funds to pay the purchase price of, or agrees to purchase, Put Bonds upon their tender by the Registered Owners thereof, and which facility is acceptable to the provider of any Credit Facility issued in connection with such Put Bonds.

“Long Term Indebtedness” shall mean the amount of all obligations for the payment of money, whether or not contingent, including the Bonds, incurred by the Trust, or incurred by the County and payable from Gross Revenues, whether due and payable in all events, or upon the performance of work, possession of property as lessee or rendering of services by others except:

- (a) Short Term Indebtedness;
- (b) Interim Indebtedness;
- (c) Current obligations payable out of current revenues, including current payments for the funding of pension plans and self insurance programs;
- (d) Obligations under contracts for supplies, services and pensions, allocable to current operating expenses of future years in which the supplies are to be furnished, the services rendered or the pension obligations accrued;
- (e) Rentals payable in future years under leases, provided, such leases are for a term of sixty (60) months or less; and
- (f) Unfunded pension obligations.

“Mayor” shall mean the Mayor of the County or his or her designee or the officer succeeding to his or her principal functions.

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by the Finance Director.

“Net Revenues” shall mean, with respect to any period, the excess of Gross Revenues over expenses of the Trust from its operation of the Trust Facilities for such period, determined in accordance with Generally Accepted Accounting Principles, to which shall be added interest, amortization and depreciation expense and extraordinary non-cash items, each item determined in accordance with Generally Accepted Accounting Principles. Any expenses payable under any gifts, grants, bequests, donations and contributions described in paragraph (b) in the definition of “Gross Revenues” shall not be considered “expenses” within the meaning of this defined term. Hedge Charges and Hedge Obligations shall not be considered “expenses” within the meaning of this defined term.

“Officers’ Certificate” with respect to the County shall mean a certificate, executed by the Finance Director; and with respect to the Trust shall mean a certificate, executed by the President or a Vice President of the Trust and by the Secretary, an Assistant Secretary, or the Chief Financial Officer of the Trust, under its seal.

“Omnibus Certificate” shall mean a certificate, executed by the Finance Director and by the Chief Financial Officer of the Trust and attested by the Deputy County Clerk and dated on the date of the original issuance and delivery of the Bonds of a Series, setting forth the information required by Section 2.09 of this Master Ordinance and the Series Resolution for such

Series of Bonds and complying with the applicable terms and conditions of this Master Ordinance and such Series Resolution.

“Operating Expenses” shall mean all expenses required in the operation and maintenance of the Trust Facilities, including, in each case, without intending to limit the generality of the foregoing:

- (a) expenses of operation (including all utilities), maintenance, repair, alteration, insurance and inspection;
- (b) salaries and expenses of professional, managerial, supervisory, administrative, engineering, architectural, legal, auditing and consulting services;
- (c) sums payable to any Person, which sums constitute expenses of operation and maintenance; and
- (d) all taxes or contributions or payments in lieu thereof, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, property, franchise, payroll and excise taxes; provided, however, that Operating Expenses shall not include depreciation or any payments in respect of principal of and interest on Long Term Indebtedness.

“Outstanding” in connection with Bonds, shall mean as of the time in question, all Bonds authenticated and delivered under this Master Ordinance, except:

- A. Bonds theretofore cancelled or required to be cancelled under Section 2.08 of this Master Ordinance;
- B. Bonds for the payment, redemption or purchase of which moneys or Government Obligations, the principal of and interest on which, when due shall provide sufficient monies to fully pay such Bonds in accordance with

Article XIII of this Master Ordinance, shall have been or shall concurrently be deposited in escrow with a banking institution or trust company appointed by the County; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

- C. Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II of this Master Ordinance.

In determining whether Bonds are not "Outstanding" under clause (B) above:

- (a) in the case of Variable Rate Bonds, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and/or Government Obligations and/or certificates of deposit on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully pay the principal or redemption price of, and the interest accruing on, such Bonds, and so long as no event of default or other event, which with the passage of time or the giving of notice, or both, would become an event of default with respect to such Variable Rate Bonds has occurred and is continuing, the County may use the amount of such excess, free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Ordinance; and

(b) in the case of Put Bonds, either the principal or redemption price of, and the interest accruing on, said Bonds shall have been paid as they became due and payable or there shall have been deposited moneys and/or Government Obligations and/or certificates of deposit which shall be sufficient at the time of such deposit to pay when due the maximum amount of principal or redemption price of, and interest accruing on, such Put bonds which could become payable to the Registered Owners of such Bonds, including upon the exercise of any tender options provided to the Registered Owners of such Bonds; provided, however, that if, at the time a deposit is made, the tender options originally exercisable on the Put Bonds are no longer exercisable, such Bonds shall not be considered Put Bonds for these purposes.

“Paying Agent and Registrar” shall mean the paying agent and registrar for a Series of Bonds appointed and acting from time to time pursuant to this Master Ordinance and the Series Resolution relating to such Series of Bonds.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a governmental body, or a political subdivision, a municipality, a municipal authority or any other group or entity.

“Pledged Revenues” shall mean Gross Revenues and amounts credited to the funds and accounts established under or pursuant to this Master Ordinance.

“Put Bonds” shall mean all Bonds which in accordance with, or pursuant to, the resolution authorizing the issuance of a Series of Bonds, may be tendered for payment or purchase by or on behalf of the County prior to the stated maturities thereof.

“Rating Agency” shall mean Moody’s, S&P and Fitch, or whichever of them is or are rating the Bonds or any portion of the Bonds at a particular time, or their respective successors and assigns.

“Redemption Price”, where used with respect to a Bond, shall mean the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to this Master Ordinance.

“Registered Owner”, in connection with a Bond, shall mean the person in whose name the Bond is registered on the books of the County.

“Regulatory Body” shall mean and includes (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County, and (d) any other public or private body, whether Federal, state, local or otherwise having or exercising regulatory jurisdiction and authority over the Trust or the Trust Facilities or rates, fees and charges established by the Trust.

“Reserve Facility” shall mean any insurance policy, surety bond, irrevocable letter of credit or other credit agreement or similar facility maintained by the County or the Trust in lieu of or in substitution for cash or securities on deposit in the Debt Service Reserve Fund, which is issued by a provider rated on the date of deposit of such facility into the Debt Service Reserve Fund in one of the two highest rating categories (without regard to any gradations within such categories) of a Rating Agency.

“S&P” shall mean Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc. and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by the Finance Director.

“Series” shall mean the Bonds delivered at any one time under the provisions of Article II of this Master Ordinance and identified as a Series of Bonds.

“Series Resolution” shall mean one or more resolutions of the Board setting forth the details of one or more Series of Bonds in a manner consistent with the requirements of this Master Ordinance.

“Short Term Indebtedness” shall mean indebtedness of the Trust or the County incurred for the benefit of the Trust in direct connection with the Trust Facilities, which (a) has a final maturity not more than 365 days after it is incurred, and (b) is not, pursuant to the terms of a revolving credit or similar agreement or otherwise, renewable or extendable at the option of the Trust to a date or for a period or periods ending more than 365 days after it is incurred.

“Sinking Fund Account” shall mean an account so designated which is established pursuant to Section 5.02 of this Master Ordinance.

“Sinking Fund Installment Date” means the date or dates on which the County is required to redeem Bonds of any Series from the Sinking Fund Account of the Debt Service Fund established for such Series pursuant to this Master Ordinance.

“Supplemental Ordinance” shall mean any ordinance supplemental to this Master Ordinance enacted by the Board.

“State” means the State of Florida.

“Trust” shall mean the Public Health Trust of Miami-Dade County, Florida, created pursuant to the authority of Chapter 73-102, Laws of Florida, 1973, by Ordinance No. 73-69, passed and enacted by the Board on July 30, 1973, and any successor to such Trust.

“Trust Board” shall mean the then current legally governing body vested with the power of management of the Trust.

“Trust Facilities” shall mean the Designated Facilities and all Capital Additions.

“Trust Revenue Account” shall mean the account so designated which is established pursuant to Section 5.02 of this Master Ordinance.

“2005 Project” shall have the meaning ascribed to it in the recitals to this Master Ordinance and shall be as more particularly described in Exhibit “A” to this Master Ordinance.

“Variable Rate Bonds” shall mean Bonds issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue and which may be convertible to a fixed interest rate.

The words “of this Master Ordinance”, “in this Master Ordinance”, “hereby”, and “under this Master Ordinance” (except in the form of Bond), refer to the entire Ordinance.

Every “request”, requisition”, “order”, “demand”, “application”, notice”, “statement”, “certificate”, “consent” or similar action under this Master Ordinance by the County or the Trust shall, unless the form thereof is specifically provided, be in writing signed, in the case of the Trust, by the President or Chief Financial Officer of the Trust and the Secretary or Assistant Secretary, and, in the case of the County, by the Finance Director.

The matters set forth in the recitals to this Master Ordinance are incorporated as part of this Master Ordinance.

36

ARTICLE II

THE BONDS

Section 2.01 Authority for Issuance of Bonds. The Bonds authorized to be issued under this Master Ordinance are issued pursuant to the authority of the Constitution and laws of the State of Florida, including, but not limited to, the Charter, Chapters 125 and 166, Florida Statutes, as amended, and all other applicable laws.

(a) The Series 2005 Bonds. The Series 2005 Bonds of the County in an aggregate principal amount not to exceed \$300,000,000 are authorized to be issued, at one time or from time to time in one or more Series, pursuant to this Master Ordinance for the purpose of (i) refunding, together with available moneys of the Trust, all of the Prior Bonds, (ii) providing funds for paying or reimbursing the Trust for Costs of all or a portion of the 2005 Project, (iii) providing for the funding of any deposits, if necessary, to be made with respect to the Series 2005 Bonds into the Debt Service Reserve Fund, or, in lieu thereof, providing for a Reserve Facility with respect to the Series 2005 Bonds, and (iv) paying the costs of issuance of the Series 2005 Bonds, including, without limitation, the cost of any premiums for municipal bond insurance and any Reserve Facility related to the Series 2005 Bonds as may be deemed advisable.

(b) Additional Bonds. There may be issued, from time to time, pursuant to the provisions of this Master Ordinance, Additional Bonds, subject to the terms and provisions provided in Section 2.09 of this Master Ordinance. Notwithstanding anything to the contrary contained in this Master Ordinance, the Series 2005 Bonds shall not constitute Additional Bonds.

Section 2.02 Details of Bonds. The Series Resolution relating to any Series of Bonds shall provide for establishing the terms and provisions of the Bonds of each such Series,

including, without limitation, the denomination of each Bond, the numbering sequence of the Bonds, interest rates, maturities, payment dates, redemption provisions, and the approval of documents (including, without limitation, Hedge Agreements, escrow deposit agreements, bond purchase agreements, and agreements to facilitate the provision of Credit Facilities, Liquidity Facilities and Reserve Facilities), to be authorized and/or executed in connection with the issuance, sale and delivery of the Bonds. The Bonds of each Series shall bear an appropriate title, which shall include an identifying Series designation.

The Bonds shall be special obligations of the County, payable solely from Gross Revenues of the Trust and as otherwise provided in the Master Ordinance. The Bonds shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the County, the State or any political subdivision of the State, within the meaning of any constitutional, statutory or charter provisions. Neither the State nor any political subdivision of the State or the County shall be obligated to levy ad valorem taxes on any property to pay the principal of, premium, if any, and interest on or other costs incident to the Bonds. The acceptance of the Bonds by the Registered Owners from time to time shall be deemed an agreement between the County and such Registered Owners that the Bonds and the indebtedness evidenced thereby shall constitute a lien only on the Pledged Revenues.

Section 2.03 Execution and Form of Bonds. The Bonds shall be executed by the manual or facsimile signature of the Mayor of the County, and its seal thereon (which may be in facsimile if permitted by law) shall be attested by the manual or facsimile signature of its Clerk or Deputy Clerk. Bonds may be issued and, upon request of the County, shall be authenticated by the Paying Agent and Registrar for such Bonds, notwithstanding that one or both of the

officers signing such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

The form of Bonds shall be specified in or provided for in the Series Resolution under which such Bonds are issued. Bonds issued pursuant to any Series Resolution may be issued in Book-Entry Form, or may be issued in fully certificated form.

Section 2.04 Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Paying Agent and Registrar for such Bond, and such authentication shall be proof that the Registered Owner is entitled to the benefit of the trust hereby created.

Section 2.05 Registration and Transfer of Title; Ownership of Bonds. Bonds shall be transferable only by the registered owner thereof or his duly authorized representative at the principal office of the Paying Agent and Registrar for such Bonds, upon surrender of such Bonds accompanied by a duly executed instrument of transfer in form and with guarantee of signature satisfactory to the County and such Paying Agent and Registrar. Upon such transfer a new fully registered Bond of the same maturity and in the same aggregate principal amount and bearing the same rate of interest may be issued to the transferee.

The County shall keep, at the principal corporate trust office of the Paying Agent and Registrar for each Series of Bonds, books for the registration and transfer of Bonds of such Series, and hereby appoints the Paying Agent and Registrar for each Series of Bonds, its registrar and transfer agent to keep such books and make such registrations and transfers under such reasonable regulations as the County or the transfer agent may prescribe as set forth in the forms of Bonds set forth in the applicable Series Resolution. Such registrations, transfers and discharges from registration shall be without charge to the Registered Owner of the Bonds, but

any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such registration as a condition precedent to the exercise of such privilege.

Section 2.06 Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the County shall execute and the Paying Agent and Registrar for such Bond shall thereupon authenticate and deliver a new Bond of like tenor and denomination, in exchange and substitution for the Bond so mutilated, but only upon surrender to such Paying Agent and Registrar of such mutilated Bond for cancellation, and the County and such Paying Agent and Registrar may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the County and such Paying Agent and Registrar; and, if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the County shall execute, and thereupon such Paying Agent and Registrar shall authenticate and deliver, a new Bond of like tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Registered Owner for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the County may, with the consent of the Paying Agent and Registrar for such Bond, pay to the owner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.06 shall constitute an additional contractual obligation of the County, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits

of this Master Ordinance equally and proportionately with any and all other Bonds duly issued under this Master Ordinance.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

Section 2.07 Temporary Bonds. Pending preparation of definitive Bonds of any Series, or by agreement with the purchasers of all Bonds of any Series, the County may issue, and upon its request the Paying Agent and Registrar for the Bonds of such Series shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in authorized denominations. Upon request of the County, such Paying Agent and Registrar shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security under this Master Ordinance as definitive Bonds.

Section 2.08 Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds purchased with moneys available for that purpose in any Fund established under this Master Ordinance, or purchased by the Trust and surrendered to the Paying Agent and Registrar for such Bonds in lieu of a sinking fund deposit pursuant to Section 5.06 of this Master Ordinance shall, at the time of such payment, redemption or exchange, be cancelled and destroyed by such Paying Agent and Registrar. Such Paying Agent and Registrar shall deliver to the County a certificate of destruction in respect of all Bonds destroyed in accordance with this Section.

Section 2.09 Issuance of Additional Bonds.

(a) *For Capital Additions.* Additional Bonds may be issued under and secured by this Master Ordinance, at one time or from time to time, in addition to Additional Bonds issued from time to time under Section 2.09(b) or (c) of this Master Ordinance, subject to the conditions hereinafter provided in this section, for the purpose of providing funds, together with any other available funds, for paying the Cost of any Capital Additions.

Except as to any differences in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Master Ordinance as all other Bonds issued under this Master Ordinance.

Such Additional Bonds shall be executed substantially in the form set forth in the Series Resolution for such Additional Bonds and in the manner set forth in Article II of this Master Ordinance, with such changes as may be necessary or appropriate to conform to the provisions of the Series Resolution and the Omnibus Certificate for such Additional Bonds and shall be deposited with the Paying Agent and Registrar for such Additional Bonds for authentication, but before such Additional Bonds shall be authenticated and delivered by such Paying Agent and Registrar there shall be filed with such Paying Agent and Registrar and the County the following:

- (1) a Supplemental Ordinance (a) stating the purpose of such Additional Bonds; (b) establishing the maximum aggregate principal amount of such Additional Bonds; and (c) authorizing the execution and delivery of such Additional Bonds and providing terms to be set forth in the Series Resolution for such Additional Bonds;

(2) a Series Resolution establishing the terms and provisions of such Additional Bonds or the means by which such terms and provisions shall be finally established or determined;

(3) an Omnibus Certificate stating (a) the disposition of the proceeds of such Additional Bonds and any other amounts available to the County or the Trust to be utilized in connection with the issuance of such Additional Bonds; (b) all other terms and provisions applicable to such Additional Bonds required by the applicable Series Resolution to be stated in such Omnibus Certificate; (c) that no Event of Default under this Master Ordinance has occurred and is continuing; (d) that the proceeds of such Additional Bonds plus the other amounts, if any, stated to be available for the purposes for which such Additional Bonds are being issued shall be sufficient to accomplish the purposes for which such Additional Bonds are being issued and such other amounts utilized; and (e) the Debt Service Requirements on the Bonds to be Outstanding after the issuance for each Fiscal Year until the maturity of the last of such Bonds;

(4) a Certified Resolution of the Trust Board approving (a) the issuance of the Additional Bonds and the terms thereof; and (b) the acquisition, construction, installation and equipping of the Capital Additions to be financed with the proceeds of such Additional Bonds and other amounts available to the Trust for such purpose, if any;

(5) an Architect's Certificate, a Consulting Engineer's Certificate or an Officer's Certificate of the Trust giving (a) an estimate of the Cost of the Capital Additions, including an amount for contingencies but excluding financing charges, reserves and interest during construction (in making this estimate an estimate of the County with respect to the cost of equipment may be relied upon), and (b) an estimate of

the date upon which the Capital Additions will be substantially complete and ready for use and operation;

(6) a Consultant's Certificate or an Officer's Certificate of the Trust setting forth either:

(a) (i) the Net Revenues for the most recent full Fiscal Year for which an audit is available as shown by the audit filed under the provisions of Section 8.12 of this Master Ordinance;

(ii) the amount of the Average Annual Debt Service Requirements on Long Term Indebtedness then Outstanding and the Additional Bonds to be issued calculated as of the beginning of such Fiscal Year over the remaining life of such Long Term Indebtedness then Outstanding and the Additional Bonds to be issued; and

(iii) a conclusion that the Net Revenues for the Fiscal Year set forth in Section 2.09(a)(6)(a)(i) of this Master Ordinance were at least equal to 120% of the Average Annual Debt Service Requirements on Long Term Indebtedness and the Additional Bonds to be issued as shown in Section 2.09(a)(6)(a)(ii) of this Master Ordinance; or

(b) (i) the Net Revenues for the most recent full Fiscal Year for which an audit is available as shown by the audit filed under the provisions of Section 8.12 of this Master Ordinance;

(ii) the amount of the Average Annual Debt Service Requirements on Long Term Indebtedness then Outstanding (not including the

Additional Bonds to be issued) calculated as of the beginning of such Fiscal Year over the remaining life of such Long Term Indebtedness then Outstanding;

(iii) a conclusion that the Net Revenues for the Fiscal Year set forth in Section 2.09(a)(6)(b)(i) of this Master Ordinance were at least equal to 120% of the Average Annual Debt Service Requirements on Long Term Indebtedness (not including the Additional Bonds to be issued) as shown in Section 2.09(a)(6)(b)(ii) of this Master Ordinance;

(iv) the forecasted Net Revenues for each of the two full Fiscal Years immediately following the later of the issuance of the Additional Bonds or the completion of the Capital Additions to be financed with the net proceeds of the Additional Bonds;

(v) the amount of the Average Annual Debt Service Requirements on Long Term Indebtedness then Outstanding and the Additional Bonds to be issued calculated as of the beginning of such Fiscal Year over the remaining life of such Long Term Indebtedness then Outstanding and the Additional Bonds to be issued; and

(vi) a conclusion that the forecasted Net Revenues for each of the two Fiscal Years set forth in the report described in Section 2.09(a)(6)(b)(iv) of this Master Ordinance is at least equal to 125% of estimated Average Annual Debt Service Requirements on Long Term Indebtedness shown in Section 2.09(a)(6)(b)(v) of this Master Ordinance including the Additional Bonds; and

45

(7) an opinion of nationally recognized bond counsel designated by the County stating that such counsel is of the opinion that (a) the issuance of such Additional Bonds has been duly and validly authorized, that all conditions precedent to the delivery of such Additional Bonds have been fulfilled and that such Additional Bonds are valid and binding special obligations of the County in accordance with their terms, and (b) the issuance of such Additional Bonds will not impair the exclusion of interest on any of the Bonds from the gross income of the Registered Owners of such Bonds for federal income tax purposes.

Notwithstanding the other requirements of this Section 2.09(a), such Paying Agent and Registrar may deliver such Additional Bonds when Net Revenues are less than the 120% of Average Annual Debt Service Requirements on Long Term Indebtedness and the Additional Bonds to be issued required to be set forth in the Consultant's Certificate or Officer's Certificate described in Section 2.09(a)(6)(a)(iii) of this Master Ordinance or when Net Revenues are less than the 120% of Average Annual Debt Service Requirements on Long Term Indebtedness (not including the Additional Bonds to be issued) required to be set forth in the Consultant's Certificate or Officer's Certificate described in Section 2.09(a)(6)(b)(iii) of this Master Ordinance, provided that for purposes of each of these coverage tests Net Revenues is in the amount of at least 100% of total Debt Service Requirements in each of the Fiscal Years, as applicable, and the Consultant shall provide to the County and such Paying Agent and Registrar a statement to the effect that Government Restrictions have prevented or will prevent the Trust from generating revenues sufficient to meet the respective tests set forth above and that the Trust has generated and will generate the maximum amount of Net Revenues which, in the opinion of

the Consultant, could reasonably be generated given such Government Restrictions during the period affected thereby.

When the documents mentioned above in this Section 2.09(a) shall have been filed with the County and such Paying Agent and Registrar and when the Additional Bonds described in this Section 2.09(a) shall have been executed and authenticated as required by this Master Ordinance, such Paying Agent and Registrar shall deliver such Additional Bonds at one time to or upon the order of the purchasers named in the related Omnibus Certificate, but only upon payment to the County of the purchase price of such Additional Bonds. Such Paying Agent and Registrar shall be entitled to rely upon the related Omnibus Certificate as to the names of the purchasers, the interest rate of each of such Additional Bonds and the amount of such purchase price.

(b) *Additional Bonds for Completion of Capital Additions.* Additional Bonds of the County may be issued under and secured by this Master Ordinance, at one time or from time to time in addition to Additional Bonds issued from time to time under Section 2.09(a) or (c) of this Master Ordinance, subject to the conditions provided in this Section 2.09(b), for the purpose of paying, together with other available funds, the Cost of completing any Capital Additions.

Except as to any difference in the maturities, in the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Master Ordinance as all other Bonds issued under this Master Ordinance.

Such Additional Bonds shall be executed substantially in the form set forth in the Series Resolution for such Additional Bonds and in the manner set forth in Section 2.02 of this Master Ordinance, with such changes as may be necessary or appropriate to conform to the provisions of

the Series Resolution and the Omnibus Certificate for such Additional Bonds and shall be deposited with the Paying Agent and Registrar for such Additional Bonds for authentication, but before such Additional Bonds shall be authenticated and delivered by such Paying Agent and Registrar there shall be filed with the County and such Paying Agent and Registrar the documents specified in Section 2.09(a) (1) through (5), and (7) above. When such documents shall have been filed with the County and such Paying Agent and Registrar and when the Additional Bonds described in this Section 2.09(b) shall have been executed and authenticated as required by this Master Ordinance, such Paying Agent and Registrar shall deliver such Additional Bonds at one time to or upon the order of the purchasers named in the related Series Resolution, but only upon payment to the County of the purchase price of such Additional Bonds. Such Paying Agent and Registrar shall be entitled to rely upon the related Omnibus Certificate as to the names of the purchasers, the interest rate of each of such Additional Bonds and the amount of such purchase price.

(c) *Additional Bonds for Refundings.* Additional Bonds may be issued under and secured by this Master Ordinance, at one time or from time to time, in addition to Additional Bonds issued from time to time under Section 2.09(a) or (b) of this Master Ordinance, subject to the conditions hereinafter provided in this section, for the purpose of providing funds for refunding, so long as the exclusion, if any, from gross income for federal income tax purposes of interest on the Bonds to be refunded is not adversely affected, all or part of the Bonds or any other Long Term Indebtedness then Outstanding, including the payment of any redemption premium thereon and interest which will accrue on such Outstanding Bonds or other Long Term Indebtedness to the selected redemption date or stated maturity dates, as the case may be, and any expenses in connection with such refunding.

Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Master Ordinance as all other Bonds issued under this Master Ordinance.

Such Additional Bonds shall be executed substantially in the form set forth in the Series Resolution for such Additional Bonds and in the manner set forth in Section 2.02 of this Master Ordinance, with such changes as may be necessary or appropriate to conform to the provisions of the Series Resolution and the Omnibus Certificate for such Additional Bonds and shall be deposited with the Paying Agent and Registrar for such Additional Bonds for authentication, but before such Additional Bonds shall be authenticated and delivered by such Paying Agent and Registrar there shall be filed with the County and such Paying Agent and Registrar the following:

(1) the documents specified in Section 2.09(a) (1) through (4), and (7) above; and

(2) either

(a) a Consultant's Certificate or an Officer's Certificate of the Trust that satisfies the requirements of Section 2.09(a)(6); or

(b) a Consultant's Certificate or an Officer's Certificate demonstrating that the Debt Service Requirements on Long Term Indebtedness Outstanding in the current and each future Fiscal Year, assuming the issuance of such Additional Bonds, shall be less than the Debt Service Requirements on Long Term Indebtedness Outstanding in the current and each Fiscal Year, assuming no issuance of such Additional Bonds.

Notwithstanding the other requirements of this Section 2.09(c), if a Consultant's Certificate or Officer's Certificate is being delivered pursuant to Section 2.09(c)(2)(a) of this Master Ordinance, such Paying Agent and Registrar may deliver such Additional Bonds when Net Revenues are less than the 120% of Average Annual Debt Service Requirements on Long Term Indebtedness and the Additional Bonds to be issued required to be set forth in the Consultant's Certificate or Officer's Certificate described in Section 2.09(a)(6)(a)(iii) of this Master Ordinance or when Net Revenues are less than the 120% of Average Annual Debt Service Requirements on Long Term Indebtedness (not including the Additional Bonds to be issued) required to be set forth in the Consultant's Certificate or Officer's Certificate described in Section 2.09(a)(6)(b)(iii) of this Master Ordinance, provided that for purposes of each of these coverage tests Net Revenues is in the amount of at least 100% of total Debt Service Requirements in each of the Fiscal Years, as applicable, and the Consultant shall provide to the County and such Paying Agent and Registrar a statement to the effect that Government Restrictions have prevented or will prevent the Trust from generating revenues sufficient to meet the respective tests set forth above and that the Trust has generated and will generate the maximum amount of Net Revenues which, in the opinion of the Consultant, could reasonably be generated given such Government Restrictions during the period affected thereby.

When the documents mentioned above in this Section 2.09(c) shall have been filed with the County and such Paying Agent and Registrar and when the Additional Bonds described in this Section 2.09(c) shall have been executed and authenticated as required by this Master Ordinance, such Paying Agent and Registrar shall deliver such Additional Bonds at one time to or upon the order of the purchasers named in the related Omnibus Certificate, but only upon payment to the County of the purchase price of such Additional Bonds. Such Paying Agent

and Registrar shall be entitled to rely upon the related Omnibus Certificate as to the names of the purchasers, the interest rate of each of such Additional Bonds and the amount of such purchase price.

(d) The County may (1) provide that Additional Bonds issued under this Section 2.09 shall be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Convertible Bonds, Put Bonds, Variable Rate Bonds or such other types of Bonds as may be marketable from time to time, or any combination thereof, (2) provide that such Bonds may be additionally secured by a Credit Facility and/or Liquidity Facility, (3) enter into agreements with any bank, dealer in tax-exempt Bonds or other institution for the remarketing of Bonds which have been tendered for payment, (4) enter into agreements with any bank or other financial institution providing a Credit Facility or Liquidity Facility for the reimbursement of funds advanced under such Credit Facility or Liquidity Facility, and (5) enter into Hedge Agreements, all as shall be determined by the County in, or pursuant to, a resolution or resolutions adopted by the Board.

For purposes of determining the principal amount of a Capital Appreciation Bond or a Capital Appreciation and Income Bond for redemption, acceleration or computation of the amount of Bonds held by the Registered Owner thereof in giving any notice, consent, request or demand pursuant to this Master Ordinance for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value and the principal amount of a Capital Appreciation and Income Bond shall be deemed to be its Appreciated Value.

Notwithstanding the foregoing provisions of this Section 2.09:

(1) A Series Resolution authorizing the issuance of a particular Series of Bonds may provide alternative provisions relating to the payment of the principal of and interest on a Series of Bonds, in which event deposits to the credit of the Debt Service Fund and to the credit of the Debt Service Reserve Fund under the provisions of Article V of this Master Ordinance shall, if and to the extent provided in, or pursuant to, such Series Resolution, be made at such times and in such amounts, and may be set aside and held for the account of and for the disposition by the County, all as shall be provided in such Series Resolution.

(2) A Series Resolution authorizing a Hedge Agreement with respect to any Series of Bonds, including any Outstanding Bonds and any Bonds hereafter issued under this Master Ordinance, may provide for deposits to the credit of the Debt Service Fund for the payment of Hedge Obligations (but not Hedge Charges) to be made at such time and in such amounts, and to be set aside and held for the account of and for the disposition by the County, all as shall be provided in such Series Resolution; provided, however, that the Counterparty shall under no circumstances be granted a lien upon or pledge of Pledged Revenues ranking prior to or on a parity with the lien or pledge created by this Master Ordinance; and provided further, however, that Hedge Charges shall only be payable on a subordinated basis in the manner set forth in such Series Resolution.

Section 2.10 Disposition of Proceeds of Bonds. Simultaneously with the issuance and delivery of any Bonds, the County shall cause to be deposited the proceeds of the Bonds in the funds and accounts established pursuant to this Master Ordinance in accordance with the Series Resolution for such Bonds.

52

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Bonds Subject to Redemption; Selection of Bonds to be Called for Redemption. The redemption provisions with respect to any Series of Bonds shall be as provided for in the Series Resolution authorizing the issuance of such Series of Bonds.

Section 3.02 Notice of Redemption. Except to the extent that, with respect to particular Series of Bonds other notice requirements shall have been established by the Supplemental Ordinance, Series Resolution or Omnibus Certificate applicable to such Series, the County shall not give notice of any optional redemption of Bonds unless the Trust shall provide the County with an Officer's Certificate of the Trust not less than forty-five (45) days prior to the proposed redemption date specifying the redemption date and the amount to be redeemed. Except as hereinafter provided, a copy of the notice of the call for any such redemption identifying the Bonds to be redeemed shall be given by first class mail, postage prepaid, to the registered owners of Bonds to be redeemed at their addresses as shown on the bond register maintained by the Paying Agent and Registrar for such Bonds not less than thirty (30) days prior to the redemption date. In addition, while DTC acts as securities depository for Bonds subject to redemption, notices of redemption shall be mailed by the Paying Agent and Registrar for such Bonds at least thirty-five (35) days before the redemption date to Cede & Co., as registered owner of the Bonds and to one or more national information services that disseminate notices of redemption of bonds.

Each such notice of redemption shall state the date fixed for redemption, the rate of interest borne by each Bond being redeemed (or, if not known at the time such notice is given, the then current interest rate mode of such Bond), the name and address of the Paying Agent and

Registrar for such Bond, the redemption price to be paid, and, if less than all of the Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount of the Bonds to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that, on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

If at the time notice of redemption is given, there shall not have been deposited with the County moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the County not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Failure to give notice in the manner prescribed under this Section 4.02 with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Bond with respect to which notice was properly given.

When a notice of redemption is given as provided above, such Paying Agent and Registrar shall mail a similar notice at least thirty (30) days prior to Fitch, Moody's and S&P or their respective successors, if any, but failure to mail any such notice or defect in the mailed notice or in the mailing thereof shall not affect the validity of the redemption.

The notices required to be given by this Section 3.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

Section 3.03 Payment of Redemption Price. If (a) unconditional notice of redemption has been duly given or duly waived by the Registered Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so given or waived and the redemption moneys have been duly deposited with the Paying Agent and Registrar for such Bonds, then in either case the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Payment of the Redemption Price together with accrued interest shall be made by the such Paying Agent and Registrar to or upon the order of the registered owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price, accrued interest, the expenses of giving notice and any other expenses of redemption, shall be paid out of the account established for the redemption of Bonds of the Series redeemed in the Debt Service Fund or from other moneys provided by the County or the Trust, except that the accrued interest shall be paid out of the Debt Service Fund.

Section 3.04 Bond Redemption Fund for Refunding Issues. Whenever the County issues Bonds under this Master Ordinance for refunding purposes, the County may, by the Series Resolution authorizing the Bonds, establish a separate account for the redemption of Bonds and to deposit therein the proceeds of the refunding Bonds. Such Series Resolution shall specify the investment and application of amounts so deposited including, without limitation, the transfer thereof to any other agent of the County and the time and conditions for such transfer.

55

ARTICLE IV

CONSTRUCTION FUND

Section 4.01 Establishment of Construction Fund. There is created and established a special fund to be called the “Public Health Trust Construction Fund,” which shall be held by the Trust. A separate account shall be established in the Construction Fund for each Series of Bonds issued from time to time to pay the Cost of Capital Additions, which shall be provided for in the applicable Series Resolution. The Trust shall also maintain any account of the Construction Fund into which any governmental grant has been deposited in accordance with any applicable regulations or standards required under the terms of such grant. The County or the Trust, from time to time, may deposit moneys in any account of the Construction Fund for the purpose of financing any Capital Additions. Separate subaccounts within a given account of the Construction Fund shall be maintained by the Trust whenever it is appropriate to have a separate accounting in respect of the Costs of any designated portion of any particular Capital Additions.

The proceeds of investments of moneys held in any account of the Construction Fund may be expended at any time or from time to time to pay Costs of any Capital Additions for which such fund was established in the same manner as the proceeds of Bonds deposited in such account are expended. Upon receipt of a completion certificate as provided in Section 4.03 of this Master Ordinance, the balance in any Construction Fund shall be applied as provided in said Section 4.03.

Section 4.02 Payments from Construction Accounts. Payment of the Costs of any Capital Additions shall be made from the applicable Construction Account as provided for in the applicable Series Resolution. Moneys in the respective Construction Accounts shall be

disbursed subject to such controls and procedures as the County may from time to time institute in connection with the disbursement of funds for paying the Costs of Capital Additions.

Section 4.03 Procedure Upon Completion of Project. The completion of any Capital Additions shall be evidenced by the filing with the County Clerk and the County Finance Director of a certificate of the Trust stating the date of physical completion. Upon receipt of such certificate, the balance remaining in any account of the Construction Fund not reserved for the payment of any remaining part of the Cost of any Capital Additions shall be transferred by the Trust to the County for deposit in the Debt Service Reserve Fund to the extent necessary to make up any deficiencies in the Debt Service Reserve Fund and thereafter to the Debt Service Fund or as otherwise specifically provided in the applicable Series Resolution; provided, however, that the Trust shall retain in such account of the Construction Fund the proceeds of surety bonds or surety deposits which are to be used for the repair or reconstruction of the Capital Additions.

ARTICLE V

REVENUES AND FUNDS

Section 5.01 Pledged Revenues. Anything to the contrary in this Master Ordinance notwithstanding, as security for its obligation to make the payments and deposits required under this Article V, and to make all other payments due, and perform all other obligations under this Master Ordinance, the County and the Trust hereby assign and pledge all of their respective rights in and to all Pledged Revenues to the extent permitted by law. The pledge made by this Master Ordinance shall be valid and binding from the time such pledge is made, and the covenants and agreements set forth in this Master Ordinance to be performed by or on behalf of

the County and the Trust shall be for the equal and ratable benefit, protection and security of the Registered Owners of the Bonds, all of which, regardless of their times of issue and maturity, shall be of equal rank, without preference, except in respect of the rights of certain Bonds of certain Series to moneys deposited in sinking funds established under this Master Ordinance for the payment of said Series of Bonds.

Section 5.02 Creation of Funds and Accounts. The following special funds and accounts are hereby created and established: the “Trust Revenue Account,” the “Debt Service Fund” together with the separate account therein designated the “Sinking Fund Account,” and the “Debt Service Reserve Fund.”

(a) The moneys in the Trust Revenue Account shall be held in trust by the Trust and applied as provided below in this Article V. The moneys in each of the other funds and accounts created above shall be held in trust by the County and applied as provided below in this Article V, and, pending such application, shall be subject to a lien and charge in favor of the Registered Owners of the Bonds until paid out or transferred as herein provided.

(b) The cash required to be accounted for in each of the funds and accounts established in this Article V and held in trust by the County may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the allocation of the cash on deposit therein for the various purposes of such funds and accounts.

(c) In each Series Resolution, the County may create accounts and subaccounts within the funds and accounts herein established with respect to one or more Series of Bonds and may provide that deposits to such funds and accounts shall be appropriately credited to such accounts and subaccounts, together with amounts received pursuant to a Credit Facility or Hedge Agreement. Amounts held in any such account or subaccount may be required to be held solely

for the applicable Series of Bonds and applied to the payment thereof or to the payment of Hedge Obligations relating to such Series of Bonds.

Section 5.03 Flow of Funds. For as long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid, or until payment has been provided for as herein permitted, or until there shall have been set apart in accordance with the terms of Article XIII of this Master Ordinance, a sum sufficient to pay when due the entire principal amount of the Bonds remaining unpaid, together with interest accrued or to accrue thereon, the County covenants as follows:

(a) The County shall cause the Trust to, on or before the 20th day of each month, commencing in the month immediately following the first delivery of any Bonds, apply the amount from the Trust Revenue Account to the credit of the following Funds and Accounts in the following order:

(i) to the credit of the Debt Service Account, an amount equal to one-sixth (1/6) of the amount of interest payable on the Bonds of each Series on the interest payment date next succeeding (less any amount received as capitalized or accrued interest from the proceeds of any Bonds which is available for such interest payment) and an amount equal to one-twelfth (1/12) of the next maturing installment of principal on all serial Bonds then outstanding; provided, however, that:

(A) in each month intervening between the date of delivery of a Series of Bonds, and the next succeeding interest payment date and the next succeeding principal payment date, respectively, the amounts to be credited to the Debt Service Account pursuant to Section 5.03(a)(i) shall be the amounts which when multiplied by the number of deposits to the

credit of the Debt Service Account required to be made during such respective periods will equal the amounts required (in addition to any amounts received as accrued interest or capitalized interest from the proceeds of such Bonds) for such next succeeding interest payment and the next maturing installment of principal, respectively;

(B) the amounts to be credited to the Debt Service Account pursuant to Section 5.03(a)(i) shall be reduced to take into account Hedge Receipts to be received on or before the succeeding interest payment date and shall be increased to provide for the payment of any Hedge Obligations to be paid on or before the succeeding interest payment date; and

(C) with respect to any Variable Rate Bonds or any Hedge Agreement bearing interest at a Variable Rate and/or payable other than semiannually, the amounts to be credited to the Debt Service Account pursuant to Section 5.03(a)(i) for the payment of interest shall be that amount necessary to provide substantially equal monthly payments for the payment of such interest on the payment dates therefor.

(ii) to the credit of the Sinking Fund Account an amount equal to one-twelfth (1/12) of the principal amount (or Accreted Value, as applicable) of term Bonds of each Series then Outstanding required to satisfy the amortization requirements for such Bond year, plus the redemption premiums, if any, which would be payable in such Bond year if such term Bonds were to be redeemed prior to their respective maturities from moneys held for the credit of the Debt Service Fund; and

(iii) to the credit of the Debt Service Reserve Fund the amount required under Section 5.07 of this Master Ordinance; provided, however, no deposit shall be required in any

month in which the amount on deposit in the Debt Service Reserve Fund is at least equal to the Debt Service Reserve Requirement for all Outstanding Bonds; and

(iv) to the payment of principal (including amortization installment, if any) of, interest on, and premium, if any, and other required payments with respect to any Long Term Indebtedness or Short Terms Indebtedness subordinate to the Bonds.

If the amount deposited in any month to the credit of any of the Accounts or Funds shall be less than the amount required to be deposited under the foregoing provisions of this Section 5.03, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited in each month thereafter until such time as all such deficiencies have been made up.

Section 5.04 Application of Moneys in the Trust Revenue Account. The Trust covenants that it shall collect, or cause to be collected, with due diligence, the proceeds of all of the rates, fees and charges referred to in Section 8.18 of this Master Ordinance. The Trust shall segregate all of such proceeds and deposit them in the Trust Revenue Account in the name of the Trust, to be held therein until applied and expended as provided in Section 5.03 and this Section of this Master Ordinance. The County and the Trust shall not create any pledge, lien, charge or other encumbrance upon the Trust Revenue Account while any of the Bonds are Outstanding under this Master Ordinance, except the pledges and assignments created by this Master Indenture. If any required payment under this Master Ordinance is not made when due, the Trust shall cause to be transferred to the appropriate fund or account under this Master Ordinance, from the Trust Revenue Account, the aggregate amount needed to satisfy any such deficiency.

The Trust hereby pledges to apply its Gross Revenues first to the prompt and full satisfaction of all obligations of the Trust under this Master Ordinance; provided, however, that so long as all amounts payable under this Master Ordinance are paid in the time and manner provided in this Master Ordinance, moneys in the Trust Revenue Account may also be applied, from time to time, without limitation, to the payment of all ordinary and necessary Trust purposes.

Section 5.05 Application of Moneys in the Debt Service Fund. The Debt Service Fund shall be made available to the Paying Agent and Registrar to pay the principal of Bonds as they mature upon surrender thereof, and the interest on Bonds as it becomes payable. When Bonds are redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption; and any excess thereof together with any amount representing principal shall be transferred to the account established by the Series Resolution for the redemption of such Bonds.

Section 5.06 Application of Moneys in the Sinking Fund Account. The County shall use the Sinking Fund Account for each Series to purchase or redeem Bonds of such Series. If at any time all the Bonds of any Series shall have been purchased, redeemed or paid, the County shall make no further transfers to the Sinking Fund Account for such Series and shall transfer any balance then in such account to the Trust Revenue Account. Whenever Bonds are to be purchased out of the Sinking Fund Account, if the Trust shall notify the County that it wishes to arrange for such purchase, the County shall comply with the Trust's arrangements provided they conform to this Master Ordinance.

Purchases and redemptions out of the Sinking Fund Account with respect to each Series of Bonds shall be as provided in the Series Resolution or related Omnibus Certificate for each Series of Bonds.

Accrued interest on purchased Bonds shall be paid from the Debt Service Fund, provided that the County, in its discretion, may pay such accrued interest from the related Sinking Fund Account (or the Trust may advance such funds from the Trust Revenue Account) pending maturity of investments in the Debt Service Fund (and in such case upon the maturity of investments in the Debt Service Fund, the County shall transfer to the related Sinking Fund Account (or to the Trust for deposit in the Trust Revenue Account) from the Debt Service Fund the amount of accrued interest on purchased Bonds so paid from the Trust Revenue Account or the Sinking Fund Account).

In lieu of paying the Debt Service Requirements necessary to allow any such redemption, the Trust may present to the County, related Bonds then subject to redemption, purchased by the Trust and furnished to the County for such purpose. In such event, the Debt Service Requirements for the period in which the purchased related Bonds are presented to the County shall, for all purposes under this Master Ordinance be reduced by an amount equal to the aggregate principal amount of any such related Bonds so presented.

Section 5.07 Application of Moneys in the Debt Service Reserve Fund. The County shall require the Trust to cause to be maintained in the Debt Service Reserve Fund, at all times, an amount which is equal to the least of: (i) the maximum Debt Service Requirements on the Bonds in the current or any future Fiscal Year; (ii) 125% of the Average Annual Debt Service Requirements for the Bonds; (iii) 10% of the proceeds of the Bonds; or (iv) any lesser amount as may be necessary in order to preserve the exclusion of interest on the Bonds from gross income

for federal income tax purposes (the “Debt Service Reserve Requirement”). If a withdrawal from the Debt Service Reserve Fund shall be made for the purpose of paying debt service on Bonds, replenishment of the Debt Service Reserve Fund may be made in twelve (12) equal monthly installments. The Debt Service Reserve Fund shall be used by the County to make up any deficiencies in the Debt Service Fund including any mandatory sinking fund account.

The County shall notify the Trust of any such withdrawal from the Debt Service Reserve Fund and of the amounts of monthly payments required.

In connection with the issuance of any Additional Bonds, the Supplemental Ordinance authorizing the issuance shall specify that the Debt Service Reserve Fund shall be increased by or funded with, not later than the date of issuance of such Additional Bonds, an amount which shall be sufficient to satisfy the Debt Service Reserve Requirement.

If any Series of Bonds is paid or redeemed in part or in full, the amount required to be maintained in the Debt Service Reserve Fund shall thereupon be reduced to the amount required by this Section 5.07 for the Bonds to be Outstanding thereafter, and any resulting excess, at the request of the Trust, shall be applied in whole or in part to the payment or redemption of the Series of Bonds being paid or redeemed in full or transferred to the Trust Revenue Account, such application to be at a time which is consistent with the maturity of the investments of the Debt Service Reserve Fund.

The Investment Securities in the Debt Service Reserve Fund shall be valued at the end of each Fiscal Year by the County (using the method of valuation prescribed in Section 6.03 of this Master Ordinance) for the Debt Service Reserve Fund. If the value of such Investment Securities falls below the Debt Service Reserve Requirement, the County shall cause the Trust to satisfy the deficiency in twelve (12) equal monthly installments. If the value of such Investment Securities

exceeds the Debt Service Reserve Requirement, such excess shall be transferred to the Trust Revenue Account.

Notwithstanding the foregoing, in lieu or in satisfaction of any required deposit into the Debt Service Reserve Fund or in substitution for all or a portion of the amounts on deposit therein, the County or the Trust may cause to be deposited into the Debt Service Reserve Fund one or more Reserve Facilities for the benefit of the Registered Owners of the Bonds, each of which Reserve Facilities shall be available to be drawn (upon the giving of notice as required thereunder) on any payment date on which a deficiency exists for payment of the Bonds, which deficiency is payable from the Debt Service Reserve Fund and which cannot be cured by moneys in the Debt Service Reserve Fund or any other fund or account held pursuant to this Master Ordinance and available for such purpose. If any such Reserve Facility is substituted for moneys on deposit in the Debt Service Reserve Fund, the excess moneys in the Debt Service Reserve Fund shall be applied to satisfy the requirements of Section 5.03 of this Master Ordinance, and any remaining balance shall be deposited to the credit of the Trust Revenue Account or may as otherwise be required by the Code. If a disbursement is made from a Reserve Facility, the County shall be obligated to cause the Trust to either (i) reinstate such Reserve Facility, (ii) deposit moneys in the Debt Service Reserve Fund, or (iii) undertake a combination of such alternatives.

In the event the Debt Service Reserve Fund is at any time funded with more than one Reserve Facility, any required draw under such facilities shall be made on a pro-rata basis thereunder; provided, however, that if at the time of such draw the Debt Service Reserve Fund is only partially funded with one or more Reserve Facilities, prior to drawing on such facilities, there shall first be applied any cash and securities on deposit in the Debt Service Reserve Fund

45

and, if after such application a deficiency exists, the County shall make up the deficiency by drawing on such facilities as provided in this paragraph. Amounts drawn or paid under a Reserve Facility shall be reimbursed to the provider thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such facility entered into between the County and such provider.

If the rating of the provider of any Reserve Facility falls below one of the two highest rating categories of each Rating Agency then maintaining a rating on such provider, the County shall either (i) replace such Reserve Facility with another Reserve Facility, (ii) deposit moneys in the Debt Service Reserve Fund or (iii) undertake a combination of such alternatives.

Prior to the deposit of a Reserve Facility into the Debt Service Reserve Fund, the Board shall adopt a resolution fixing, or providing for the fixing of, all details with respect to such Reserve Facility and draws thereunder.

For purposes of this Master Ordinance, other than Article V of this Master Ordinance, moneys for deposit in, or held for the credit of, the Debt Service Reserve Fund shall include amounts available under any Reserve Facility on deposit in the Debt Service Reserve Fund.

Section 5.08 Additional Covenants with Respect to the Debt Service Reserve Fund. To the extent permitted by and in accordance with applicable law and budgetary processes, the County hereby covenants and agrees for the benefit of all Registered Owners of Bonds secured by this Master Ordinance from time to time that the County shall prepare, approve and appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, and to pay when due directly into the Debt Service Reserve Fund established under this Master Ordinance sufficient amounts of Legally Available Non Ad Valorem Revenues or other legally available non ad valorem funds sufficient to replenish any deficiency in the Debt Service Reserve Fund.

Any such deficiency shall be satisfied by the County within twelve (12) months in equal monthly installments.

The obligation of the County pursuant to this Section 5.08 includes an obligation to make amendments to the annual budget of the County to assure compliance with the terms and provisions of this Master Ordinance. Such covenant and agreement on the part of the County to budget and appropriate such amounts of Legally Available Non Ad Valorem Revenues or other legally available funds shall be cumulative and shall continue until such Legally Available Non Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid into the Debt Service Reserve Fund.

Nothing contained in this Master Ordinance shall preclude the County from pledging any of its Legally Available Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the Registered Owners of Bonds a prior claim on Legally Available Non-Ad Valorem Revenues until they are actually deposited in the Debt Service Reserve Fund. The County may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the County to budget, appropriate and make payments under this Master Ordinance from Legally Available Non-Ad Valorem Revenues is subject to the availability of Legally Available Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and after satisfaction of funding requirements for essential government services of the County.

ARTICLE VI

SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 6.01 Deposits and Security Therefor. All moneys received by the County and the Trust under this Master Ordinance for deposit in any fund or account established under this Master Ordinance shall be considered trust funds, shall not be subject to lien or attachment and shall, except as hereinafter provided, be deposited with the County or the Trust, as the case may be, until or unless invested or deposited as provided in Section 6.02. All deposits with the County and the Trust (whether original deposits under this Section 6.01 or deposits or re-deposits in time accounts under Section 6.02) shall, to the extent not insured, be fully secured as to both principal and interest by Investment Securities described in paragraphs (a), (b), and (c) of the definition of Investment Securities contained in Article I of this Master Ordinance.

Section 6.02 Investment or Deposit of Funds. The County shall invest moneys held in the various accounts of the Debt Service Fund only in Investment Securities. The Trust shall invest moneys held in the Construction Fund only in Investment Securities described in paragraphs (a), (b) and (e) of the definition of Investment Securities contained in Article I of this Master Ordinance; provided, however, the Investment Securities described in paragraph (e) of such definition shall be secured as to both principal and interest only by Government Obligations or the securities described in paragraph B of such definition. The County shall invest moneys held in the Debt Service Reserve Fund only in Investment Securities. All investments made pursuant to this Section 6.02 shall mature or be subject to redemption by the Registered Owner at not less than the principal amount thereof or the cost of acquisition, whichever is lower, and all deposits in time accounts shall be subject to withdrawal, not later than the date when the amounts shall foreseeably be needed, in the discretion and judgment of the Trust, for purposes of this

Master Ordinance. All securities securing investments under this Section 6.02 shall be deposited by the County or the Trust, as the case may be, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital surplus of not less than \$100,000,000.

Except as may be otherwise provided in the Supplemental Ordinance authorizing the issuance of Additional Bonds for Capital Additions, the interest and income received upon such investments and any interest paid by the County or any other depository of any fund established under this Master Ordinance and any profit or loss resulting from the sale of securities shall, prior to the receipt of a completion certificate pursuant to Section 4.03 of this Master Ordinance with respect to such Capital Additions, be added or charged to the Construction Fund established under this Master Ordinance and, thereafter shall be deposited in the Trust Revenue Account established under this Master Ordinance; subject, however, to the provisions of Article XIII of this Master Ordinance in the case of defeasance. Upon request of the Trust, or on its own initiative whenever payment is to be made out of any fund, the County shall sell such securities as may be requested or required by the County or the Trust to make the payment and restore the proceeds to the fund in which the securities were held. The County shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof.

Notwithstanding the foregoing provisions of this Section 6.02, the Trust shall not direct any investments of any moneys held in any fund inconsistent with Section 8.15 of this Master Ordinance relating to "arbitrage bonds." If the net proceeds from the sale of securities shall be less than the amount invested, such deficit shall be made up, if necessary, by the Trust.

Section 6.03 Valuation of Funds. In computing the assets of any fund or account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 6.02

of this Master Ordinance. Such investments shall be valued annually at the close of each Fiscal Year at the current market value thereof.

ARTICLE VII

RIGHTS OF PROVIDERS OF CREDIT FACILITIES

Section 7.01 Rights of Providers of Credit Facilities. So long as the provider of a Credit Facility has not defaulted in its obligations under such Credit Facility, such provider shall be deemed the Registered Owner of all Bonds secured by such Credit Facility (i) for purposes of exercising the rights of the Registered Owners of Bonds under Article IX, and (ii) for purposes of any required consents and approvals from the Registered Owners of Bonds under Article XII.

ARTICLE VIII

COVENANTS OF COUNTY

Section 8.01 Payment of Principal and Interest on Bonds. The County shall promptly cause the Trust to pay the interest on and the principal of every Bond issued under this Master Ordinance according to the terms thereof, but shall be required to make such payment only out of its Pledged Revenues in the manner and at the times set forth in Section 5.03 of this Master Ordinance. The County shall appoint one or more paying agents for such purpose, each such agent to be a bank and trust company or a trust company or a national banking association having trust powers. The County hereby directs the Paying Agent and Registrar for each Series of Bonds to act as paying agent for the Bonds of such Series and designates the principal corporate trust office of such agent the place of payment, such appointment and designation to

remain in effect until such Paying Agent and Registrar resigns or is removed pursuant to Article X of this Master Ordinance.

Section 8.02 Maintenance of Existence and of Properties. The County shall maintain its existence and its right to own the real property constituting part of the Trust Facilities and shall cause the Trust, or any successor entity created by the County to perform the functions of the Trust and to operate the Trust Facilities from Gross Revenues, to maintain its existence and its right to own the personal property constituting part of the Trust Facilities and its right to operate the Trust Facilities, subject to Section 8.07.

The County shall cause the Trust from Gross Revenues to provide for (a) continuous operation of the Trust Facilities; (b) performance of all repairs, renewals, replacements and improvements thereto; and (c) compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any applicable state, local or federal public authority.

It is understood and agreed that the obligations of the County and the Trust contained in this Section 8.02 and elsewhere in this Master Ordinance, including the obligation to pay or to provide for the payment of the principal of, premium (if any) and interest on the Bonds shall not be or be deemed to constitute a debt, liability or obligation of any authority or the County, the Trust, or the State or of any other political subdivision thereof, except an obligation of the County and the Trust to the extent of Pledged Revenues; and that said obligations shall be performed and such payments shall be made solely from Pledged Revenues, and except as aforesaid, neither the faith and credit nor the taxing power of the County or the State or of any political subdivision thereof, including the Trust and the County, is pledged for the performance of such obligations or the payment of such principal, premium (if any) or interest.

Section 8.03 Insurance to be Maintained. The County shall cause the Trust to maintain insurance (that may include one or more self-insurance programs considered to be adequate) covering such risks, in such amounts and with such deductibles and co-insurance provisions as, in the judgment of the Trust are adequate to protect it and the Trust Facilities and operations. In lieu of purchasing insurance coverage, the Trust may elect an alternative plan of self-insurance, provided that such plan shall be approved, if required, by the Department of Insurance of the State and shall be determined by the Insurance Consultant, as evidenced by its Certificate delivered to the County and the Trust prior to the implementation of such plan, to be actuarially sound.

Section 8.04 Destruction, Damage and Eminent Domain. If the Trust Facilities shall be wholly or partially destroyed or damaged or shall be wholly or partially condemned, taken or injured by any Person possessing the right to exercise the power of, or in the nature of, eminent domain or transferred to such a Person by way of a conveyance in lieu of the exercise of such a power, the County covenants that it shall take all actions necessary and shall cause the Trust to take all actions necessary, to enable recovery to be made upon such policies of insurance or on account of such taking, condemnation, conveyance, damage or injury. The County is authorized, in its own name, to demand, collect, sue, settle claims, receipt and release moneys which may be due and payable under policies of insurance covering such damage or destruction or on account of such condemnation, damage or injury.

Section 8.05 Notice of Property Loss. Immediately after occurrence of loss or damage to, or after receipt of notice of condemnation of, the Trust Facilities, the Trust shall notify the County of such damage and, if the extent of loss, damage or injury exceeds \$500,000, the Trust shall require the Consulting Engineer promptly to determine and advise the County and

the Trust, in writing, whether it is practicable to repair, reconstruct or replace such damaged, destroyed or condemned property and the Cost of such repair, reconstruction or replacement. If the extent of loss, damage or injury to the Trust Facilities is \$500,000 or less, the County shall cause the Trust to independently determine, and advise the County in an Officer's Certificate, whether it is practicable and desirable to repair, reconstruct or replace the damaged, destroyed or condemned property and the Cost thereof.

Section 8.06 Disposition of Casualty Insurance and Condemnation Award Proceeds.

The Trust may elect not to apply the proceeds of casualty insurance coverage and condemnation awards to the repair, reconstruction or replacement of damaged, destroyed or injured property upon the following conditions:

- (1) If the extent of damage, destruction or injury is \$500,000 or less, in the sole discretion of the Trust; and
- (2) If the extent of damage, destruction or injury exceeds \$500,000, if the Trust shall cause to be furnished to the County a Consultant's Certificate, stating that the failure to repair, reconstruct or replace the damaged, destroyed or injured property shall not materially impair the ability of the Trust to generate the revenues required to meet the requirements of Article V of this Master Ordinance.

If the Trust elects not to apply the proceeds of casualty insurance and condemnation awards to the repair, reconstruction or replacement of damaged, destroyed or injured property, such proceeds shall be applied as shall be necessary to comply with the requirements of Article V of this Master Ordinance, and, upon compliance with such requirements, the remaining portion of such proceeds shall be applied toward the redemption of Bonds then Outstanding in such manner as the County and the Trust shall determine to be appropriate.

If the Trust elects to apply the proceeds of casualty insurance and condemnation awards to the repair, reconstruction or replacement of damaged, destroyed or injured property, then:

(3) If the extent of such damage is less than \$500,000, the County, upon request of the Trust, shall turn over such proceeds to the Trust, which hereby covenants and agrees to apply such proceeds to such purposes; and

(4) If the extent of such damages is \$500,000 or more, the County shall deposit such proceeds into a Construction Fund created in respect of such repair, reconstruction or replacement and shall cause such proceeds to be applied to such purpose upon receipt of requisitions and subject in all respects to the conditions for application of Construction Fund moneys set forth in Article IV of this Master Ordinance.

Any proceeds of casualty insurance or condemnation awards in excess of the amount necessary to effect repair, reconstruction or replacement, if repair, reconstruction or replacement is elected, shall be applied as shall be necessary to comply with the requirements of Article V of this Master Ordinance, and, upon compliance with such requirements, the remaining portion of such proceeds shall be applied toward the redemption of Bonds then Outstanding in such manner as the County and the Trust shall determine to be appropriate.

Section 8.07 Preservation of Facilities. Except with respect to the transactions contemplated hereby, the County covenants that it shall not and it shall not permit the Trust, except as authorized by this Master Ordinance, to transfer or permit the transfer of the Trust Facilities or any interest therein or part thereof ("transfer", without intending to limit the generality of the foregoing, shall at any given time, include, grant, convey, mortgage, encumber, pledge, hypothecate, lease or sublease, release, quitclaim, assign and sell and shall include the creation of an easement, servitude or license, the passage or creation of title, the passage or

creation of any interest, the creation of any lien or judgment of record against the Trust Facilities, or any disposition thereof or any interest therein or part thereof, whether voluntary or involuntary or by operation of law). Notwithstanding anything to the contrary in this Section, the County or the Trust may:

(a) sublease or license the use of a part or parts of the Trust Facilities to any Person for use in performing professional or other services necessary or desirable for proper and economical operation and use of the Trust Facilities for health care and related purposes in accordance with customary business practices in the industry, or

(b) if no Event of Default under this Master Ordinance shall have happened and be continuing,

(i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Trust Facilities, free from the lien of this Master Ordinance, or

(ii) release existing easements, licenses, rights of way and other rights or privileges; all with or without consideration and upon such terms and conditions as the County or the Trust shall determine, and the County agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege. If the instrument of grant shall provide, any such easement or right and the rights of such other parties thereunder shall not be affected by any default on the part of the County or the Trust under this Master Ordinance. If no Event of Default shall have happened and be continuing, any payments or other

consideration received by the Trust for any such grant shall be considered Gross Revenues of the Trust but, in the event of the default of the Trust, all rights then existing of the Trust with respect to or under such grant, shall inure to the benefit of and be exercisable by the County, or

(c) remove, sell or otherwise dispose of property which is obsolete or has been replaced in the ordinary course of operations, or

(d) remove, sell or dispose of any tangible personal property, fixtures or equipment from the Trust Facilities in any Fiscal Year having an aggregate value (valuation to be fair market value or book value, whichever is lower) not greater than two percent (2%) of the plant, property and equipment account of the Trust as reported in its financial statements as of the end of the last Fiscal Year; or

(e) remove, sell or dispose of tangible personal property, fixtures and equipment in excess of the value established in subsection (d) above if it shall deliver to the County, prior to or simultaneously with such disposition, a Consultant's Certificate to the effect that such removal, sale or other disposition shall not result in a material decrease in the Net Revenues of the Trust.

The County and the Trust covenant that the net proceeds of any sale or other disposition made pursuant to subsections (c), (d) and (e) of this Section 8.07 shall be applied to the replacement of the property, fixtures or equipment sold or disposed of or shall be deposited in the Trust Revenue Account.

Notwithstanding the foregoing, the County may dispose of real property or any interest in real property constituting part of the Trust Facilities as follows:

(f) Unimproved land forming a part of the Trust Facilities may be disposed of by the County upon delivery of (i) an appraisal of an Independent real estate appraiser indicating the fair market value of the parcel to be released, (ii) a survey and legal description of the parcel to be released, (iii) an opinion of Counsel to the Trust or the County that the disposition of such parcel, under all of the terms and conditions of such disposition, shall not materially impair the use and occupancy of the balance of the property remaining a part of the Trust Facilities, and (iv) evidence of the deposit of the proceeds of such disposition in the Trust Revenue Account in an amount equal to the appraised fair market value; provided, however, that if the County shall file an Officer's Certificate stating that it is in the best interests of the Trust that such land be disposed of for less than fair market value, only the amount of the actual proceeds of sale (if any) need be deposited as aforesaid.

(g) Improved real property forming a part of the Trust Facilities may be disposed of by the County upon delivery of (i) an appraisal of an Independent real estate appraiser indicating the fair market value of the parcel to be released, (ii) a survey and legal description of the parcel to be released, (iii) a Consultant's Certificate stating that such disposition shall not result in a material decrease in the Net Revenues of the Trust, and (iv) evidence of the deposit of the proceeds of such disposition in the Trust Revenue Account in an amount equal to the appraised fair market value; provided, however, that if the County shall file an Officer's Certificate stating that it is in the best interests of the Trust or the County that such real property be disposed of for less than fair market value, only the amount of the actual proceeds of sale (if any) need be deposited as aforesaid.

Neither the County nor the Trust shall do or permit others under its control to do any work in or about the Trust Facilities or related to any repair, rebuilding, restoration, replacement,

alteration of or addition to the Trust Facilities, or any part thereof, unless the County shall have first procured and paid for, or caused the Trust to procure and pay for, all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of boards of fire underwriters having jurisdiction and all insurers under the policies required to be carried under the provisions of this Article VIII of this Master Ordinance.

Neither the County nor the Trust shall do or suffer anything to be done whereby the Trust Facilities, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien shall be filed against the Trust Facilities, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, on or about the Trust Facilities done by, for or under the authority of the County or the Trust or anyone claiming by, through or under the County or the Trust, the County shall cause the Trust to discharge the same of record within thirty (30) days after the date of filing.

The County or the Trust, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said thirty (30) day period stated above such party notifies the other in writing of its intention so to do, and, if such party diligently prosecutes such contest at all times, effectively stays or prevents any official or judicial sale of the Trust Facilities, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 8.08 Payment of Taxes; Discharge of Liens. The County shall cause the Trust to pay, or cause to be paid, all taxes, including but not limited to income, profits or property taxes, which may now or hereafter be imposed by the United States of America, or any state or municipality or any political subdivision thereof, and all assessments for public improvements or other assessments, levies, license fees, charges for publicly supplied water or sewer service, ordinary and extraordinary (including interest, penalties and all costs resulting from delayed payment of any of the foregoing) of whatever name, nature and kind and whether or not now within the contemplation of the parties to this Master Ordinance which are now or may hereafter be levied, assessed, charged or lawfully imposed upon the County or the Trust Facilities or any revenues therefrom and shall not suffer to be created or to exist any lien or charge thereon except the lien and charge of the Bonds. The County shall cause the Trust to pay or discharge or make adequate provision to satisfy and discharge, within thirty (30) days after the same shall accrue, any such lien or charge and all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might become such a lien or charge; provided, however, that this shall not require the Trust to pay or discharge or make provision for any lien or charge so long as the validity or amount thereof is being contested in good faith and by appropriate legal proceedings and neither the Trust Facilities nor any rent or income therefrom would be in any immediate danger of being sold, forfeited, attached or lost.

Section 8.09 Extension of Time for Payment of Interest, etc. Prohibited. The County shall not directly or indirectly extend or assent to the extension of the time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; and no claim for interest which in any way to or after maturity shall have been

transferred or pledged apart from the Bond to which it related or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the County shall be entitled, in case of a default under this Master Ordinance, to any benefit or security under this Master Ordinance except after the prior payment in full of the principal of all Bonds and of all claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

Section 8.10 Employment of Consulting Engineer. The County shall cause the Trust to employ a Consulting Engineer to the extent necessary to perform the services required under this Master Ordinance and to advise the County or the Trust on questions relating to the Trust Facilities. The County shall cause the Trust to keep the County advised of the name and address of the person or firm acting as Consulting Engineer.

Section 8.11 Establishment of Fiscal Year, Annual Budget. The Trust Board has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Trust shall relate to such Fiscal Year unless and until a different Fiscal Year is established by Certified Resolution of the Trust Board and a copy of such Certified Resolution is filed with the County.

Section 8.12 Annual Reports and Statements. The County shall cause the Trust to keep accurate records and books of account. The County shall cause the Trust to furnish to the County (and to Registered Owners upon written request) within thirty (30) days after receipt a report with respect to the operations of the Trust for each Fiscal Year. Such annual report shall be audited and certified by the Certified Public Accountant and shall state whether, in the opinion of said Certified Public Accountant, the provisions of this Master Ordinance relating to

the records and books of account maintained by the Trust and the receipt and expenditure of moneys by the Trust pursuant to this Master Ordinance have been complied with.

Section 8.13 Other Action to Protect Security Interests. The County shall perform or shall cause to be executed any and all further instruments as may be required by law for protection of the interests of the Registered Owners, and shall furnish satisfactory evidence of recording, registering, filing and refiling of such instrument and of every additional instrument which shall be necessary to preserve the lien of this Master Ordinance until the principal of and interest on the Bonds secured hereby shall have been paid.

Section 8.14 Further Assurances; Additional Revenues. The County shall not and shall not permit the Trust to enter into any contract or take any action by which the rights of the Registered Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Ordinance. If at any time the County or the Trust receives any income or payment from or in respect of the Trust Facilities, the County shall or shall cause the Trust to promptly deposit the same in the Trust Revenue Account.

Section 8.15 Investments to Comply with Internal Revenue Code.

(a) Subject to the last paragraph of this Section 8.15, the County and the Trust covenant with the Registered Owners of Bonds that they shall comply with the requirements of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that neither shall make or direct the making of any investment or other use of proceeds of any Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on any of the Bonds to be or become

subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation.

(b) The County and the Trust covenant with the Registered Owners of the Bonds that none of the County, the Trust nor any other Person under its control or direction will make any investment or other use of the proceeds of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), except as to any Bonds so categorized at the time of issuance, and that they will comply with the requirements of the Code throughout the term of the Bonds.

(c) The County may, if it so elects, issue one or more Series of taxable Bonds, the interest on which is (or may be) includable in the gross income of the Owners thereof for federal income taxation purposes, provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued under this Master Ordinance to be or become subject to federal income taxation.

Section 8.16 Disposition of Liquid Assets. Nothing in this Master Ordinance shall be deemed to prohibit payments by the Trust to the County for services rendered or goods provided at fair value; and provided further that nothing in this Section 8.16 shall limit the ability of the Trust to make allowances for services provided by the Trust to or on behalf of the County or permit a discretionary allocation or special allowance for any amounts otherwise due under the annual agreement between the County and the Trust or to provide such services to the County at any price as may be agreed upon mutually by the Trust and the County so long as (a) the provisions of Section 8.18 of this Master Ordinance are met, and (b) such allowances or such

pricing for services does not result in a default under subsections 9.01(a) or (b) of this Master Ordinance.

Section 8.17 Long Term Indebtedness; Short Term Indebtedness; Interim Indebtedness. The County covenants and agrees that it shall not incur any indebtedness for the benefit of the Trust, and that it shall not permit the Trust to incur any indebtedness, except as follows:

(a) Long Term Indebtedness (i) through the issuance of parity indebtedness, including Bonds under this Master Ordinance, for the purposes for which Additional Bonds are permitted to be issued under this Master Ordinance; (ii) in the form of purchase money obligations consisting of indebtedness to banks or other institutional lenders, or sellers or lessors secured by liens on, or conditional sales agreements or deferred payment plans for tangible personal property hereafter acquired; (iii) in the form of capital leases for real or tangible personal property having a duration of not less than sixty (60) months after the date of incurrence; (iv) guarantees of the indebtedness or obligations of others, provided that at the time of incurrence of any guarantee the net revenues available for debt service of the Person whose indebtedness or obligations are to be guaranteed (determined in the same manner, to the extent applicable, as “Net Revenues” under this Master Ordinance) for the most recent Fiscal Year for which audited financial statements of such Person are available preceding the Fiscal Year in which the guarantee is to be incurred, is at least 120% of debt service requirements with respect to all indebtedness of the Person whose indebtedness or obligations are to be guaranteed (determined in the same manner, to the extent applicable, as “Debt Service Requirement” under this Master Ordinance) for each of the two full Fiscal Years immediately following the Fiscal Year in which the guarantee is to be incurred, including in the determination of debt service

requirements the debt service with respect to the indebtedness or obligations to be guaranteed and with respect to any other indebtedness or obligations of such Person expected to be incurred; and (v) indebtedness which, pursuant to the terms of a revolving credit or similar agreement, is renewable or extendable at the option of the Trust to a date or for a period or periods ending more than one year after the date of creation thereof (excluding any indebtedness which is renewable or extendable pursuant to the terms of the revolving credit or similar agreement if, by the terms of such agreement, no indebtedness is permitted to be outstanding thereunder for a period of at least thirty (30) consecutive days during each period of twelve (12) consecutive months beginning with the effective date of such revolving credit or similar agreement); provided, however, that before any Long Term Indebtedness may be incurred, the Trust shall deliver to the County the statements required by Section 2.09(a)(7) of this Master Ordinance. For purposes of such statements all references to Bonds in the aforementioned Section 2.09(a)(7) shall be deemed to be references to the Long Term Indebtedness then proposed to be incurred. In the case of the proposed incurrence of guarantees, to the extent permitted in subsection (a)(iv) above, for the purpose of determining Debt Service Requirements on all Long Term Indebtedness for the purposes of Section 8.18 of this Master Ordinance and Average Annual Debt Service for the purposes of Section 2.09(7) of this Master Ordinance, the amount of principal and interest accruing on a guarantee in any Fiscal Year shall be deemed to be (A) unless the provisions of (B) are applicable, 25% of the maximum amount of principal (whether pursuant to stated maturity; or a mandatory sinking fund or other redemption requirement) and interest scheduled to be paid on the debt or obligation which is guaranteed in such or any subsequent Fiscal Year, or (B) if the County or the Trust shall have become obligated in any Fiscal Year to pay any amount under a guarantee, then the amount accruing on the guarantee in

said Fiscal Year and each succeeding Fiscal Year shall be deemed to be the greater of (1) 100% of such scheduled maximum principal and interest or (2) the amount of the County's or the Trust's obligation accruing under the guarantee in such Fiscal Year, except that if during three successive Fiscal Years the County or the Trust shall not have become obligated to pay any amount under a guarantee, then the amount of principal and interest accruing on such a guarantee shall again be deemed to be 25% of the aforesaid scheduled amount of maximum principal and interest.

(b) Short Term Indebtedness at any time outstanding not exceeding twenty percent (20%) of the Trust's operating Expenses for the last Fiscal Year for which an audit is available; such Short Term Indebtedness may be unsecured or subordinated to the obligations of the Trust under this Master Ordinance or on a parity with the obligations of the Trust under this Master Ordinance with respect to the accounts receivable of the Trust; provided, however, that the Trust shall be free of all Short Term Indebtedness in each Fiscal Year for a period of thirty (30) consecutive days, unless such debt-free status is made impractical as a result of (i) bona fide disputes with third party payors which result in delays in or withholdings of reimbursement, or other delays in reimbursement by third party payors which the Trust experiences in common with other health care providers and which are not within the control of the Trust, or (ii) economic conditions beyond the control of the Trust affecting the health care industry generally, and such failure or conditions shall be identified in a certificate delivered to the County of (I) the Trust, if the Short Term Indebtedness to remain outstanding during said thirty (30) day period is less than five percent (5%) of the Trust's Operating Expenses for the said last Fiscal Year, or of (ii) the Consultant, if the Short Term Indebtedness to remain outstanding is five percent (5%) or more of such Operating Expenses;

(c) Interim Indebtedness provided that (i) the requirements for the issuance of Additional Bonds set forth in this Master Ordinance could be satisfied if such Interim Indebtedness were issued with a maturity of twenty-five (25) years and with approximately equal annual payments of principal and interest and with an “interest rate” approximately equal to the market interest rate for similar obligations of twenty-five (25) year maturity at the time the calculation is made, and (ii) there shall be filed with the County, simultaneously with the incurring of such indebtedness, a letter from a banking, investment banking or other appropriate financial institution stating that, under the then current market conditions such indebtedness could be placed or sold on the terms and conditions assumed for the purposes of subsection (i) of this Section 8.17(c);

(d) Indebtedness, not secured by or payable from Gross Revenues and not guaranteed by the County on behalf of the Trust or by the Trust; and

(e) Anything in this Master Ordinance to the contrary notwithstanding, the County, on behalf of the Trust, or the Trust shall not incur subordinate indebtedness (which shall be defined as indebtedness permitted to be incurred by the Trust or by the County for the benefit of the Trust under this paragraph (e) of this Section 8.17 of this Master Ordinance, such indebtedness being in this Master Ordinance referred to as “Subordinate Indebtedness”) unless:

(i) The County or the Trust shall have filed with the lender or lenders of the Subordinate Indebtedness proposed to be incurred an Officer’s Certificate to the effect that either:

(A) based upon the most recently audited financial statements of the Trust, which shall be appended to the Officer’s Certificate, Net Revenues during such Fiscal Year were no less than 120% of the sum of (1) all Debt Service Requirements

payable on all Long Term Indebtedness and Subordinate Indebtedness Outstanding during such Fiscal Year and (2) the Debt Service Requirements payable on the Subordinate Indebtedness proposed to be incurred during the twelve month period immediately succeeding the incurrence of such Subordinate Indebtedness; or

(B) based on forecasts of anticipated revenues and expenses prepared by the Trust, which shall be appended to the Officer's Certificate, it is expected that Net Revenues, during each of the two twelve month periods immediately succeeding the incurrence of the Subordinate Indebtedness proposed to be incurred, shall be no less than 120% of the sum of (1) all Debt Service Requirements to be paid on all Long Term Indebtedness and Subordinate Indebtedness then outstanding and (2) the Debt Service Requirements payable on the Subordinate Indebtedness proposed to be incurred; and

(ii) each holder of Subordinated Indebtedness by accepting such indebtedness agrees that the payment of such indebtedness is subordinated in right of payment to the prior payment when due of the principal of and interest and redemption premium, if any, on the Bonds issued at any time under this Master Ordinance and that the subordination is for the benefit of the Registered Owners of Bonds issued at any time under this Master Ordinance; and

(iii) the Subordinated Indebtedness, or agreement or other instrument pursuant to which such indebtedness shall be incurred, shall provide that upon any distribution to creditors of the County or the Trust in any liquidation or dissolution of the Trust or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Trust or the Trust Facilities: (A) Registered Owners of Bonds issued at any time under this Master Ordinance or Long Term Indebtedness shall be entitled to receive payment in full in cash of the principal of and interest (including interest accruing after the commencement of any such

proceeding) to the date of payment on the Bonds as payment shall be provided therefor in accordance with the provisions of this Master Ordinance before holder of Subordinated Indebtedness shall be entitled to receive any payment of principal of or interest on such indebtedness, and (B) until the Bonds are paid or payment provided therefor in accordance with the provisions of this Master Ordinance, any payment to which holders of Subordinated Indebtedness would be entitled but for their subordination to the Bonds shall be made to Registered Owners of the Bonds as their interests may appear in accordance with the provisions of this Master Ordinance, except that holders of Subordinated Indebtedness may receive other indebtedness that is subordinated to the Bonds to at least the same extent as the outstanding Subordinated Indebtedness; and

(f) the Subordinated Indebtedness, or agreement or other instrument pursuant to which such indebtedness shall be incurred, shall provide that (i) the County on behalf of the Trust or the Trust may not pay principal of or interest on the Subordinated Indebtedness and may not acquire any such indebtedness for liquid assets if a default under this Master Ordinance occurs and is continuing that permits the acceleration of the Bonds; and (ii) if payment of the Subordinated Indebtedness is accelerated for any reason, the Trust shall promptly notify the County; and (iii) if payment is made to holders of Subordinate Indebtedness that because of the subordination to the Bonds should not have been made to them, the holders of Subordinate Indebtedness who receive the payment shall hold it in trust for Registered Owners of Bonds and pay it over to the County for payment to the Registered Owners of Bonds as their interests may appear.

Section 8.18 Trust Rates and Charges.

(a) The Trust shall fix, charge, collect, or cause to be fixed, charged and collected, subject to Governmental Restrictions, rates, fees and charges for the use of the Trust Facilities and for services provided by the Trust which, together with all other Gross Revenues of the Trust and all other available funds, shall be sufficient, in each Fiscal Year, beginning with the Fiscal Year ending September 30, 2005, to produce:

(i) Net Revenues at least equal to 110% of the Debt Service Requirements on all Long Term Indebtedness becoming due and payable in such Fiscal Year; and

(ii) the amounts required, if any, to be deposited into the Debt Service Reserve Fund in such Fiscal Year.

(b) The County further covenants and agrees that, from time to time and as often as shall be necessary, it shall cause the Trust to revise, or cause to be revised, subject to Governmental Restrictions, the rates, fees and charges as may be necessary or proper so that the Net Revenues in each Fiscal Year shall not be less than the amount required for such Fiscal Year under subsection (a) of this Section. The County further covenants and agrees that it shall cause the Trust to calculate the Net Revenues for each Fiscal Year and if in any Fiscal Year the Net Revenues shall have been less than the amount required under subsection (a) of this Section, the County shall cause the Trust to promptly employ a Consultant to make recommendations as to a revision of the rates, fees and charges of the Trust or the methods of operation of the Trust which shall result in producing Net Revenues in the amount required by subsection (a) of this Section in subsequent Fiscal Years.

The County shall cause the Trust, promptly upon its receipt of such recommendations, subject to Governmental Restrictions, to revise its rates, fees and charges or its methods of operation and to take such other action as shall be in conformity with such recommendations. In the event that the Trust shall fail to comply with the recommendations of the Consultant, subject to Governmental Restrictions, the County, in addition to the rights and remedies elsewhere set forth in this Master Ordinance, may institute and prosecute an action or proceeding in any court or before any board or commission having jurisdiction to compel the Trust to comply with the recommendations and requirements of the Consultant. If the Trust complies in all material respects with the reasonable recommendations of the Consultant in respect to said rates, fees, charges and methods of operation, the Trust shall be deemed to have complied with the covenants contained in this Section notwithstanding that Net Revenues shall be less than the amount required under subsection (a) of this Section; provided, that this sentence shall not be construed as in any way excusing the Trust from taking any action or performing any duty required under this Master Ordinance.

This Section 8.18 shall not be construed so as to prohibit the Trust from abating all or any part of its rates, fees and charges payable for hospital service to indigent patients to the extent that such abatement would require the Trust to set its rates, fees and charges in excess of amounts permitted under any state or federal hospital cost containment legislation or regulations promulgated thereunder, so long as such amounts are at least equal to 100% of the Debt Service Requirements on all Long Term Indebtedness for each Fiscal Year.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default Defined. Each of the following shall be an “Event of Default” under this Master Ordinance:

(a) if payment of any installment of interest on any Bond or other Long Term Indebtedness secured on a parity with the Bonds by Gross Revenues is not made when it becomes due and payable; or

(b) if the payment of the principal or Redemption Price of any Bond or other Long Term Indebtedness secured on a parity with the Bonds by Gross Revenues is not made when it becomes due and payable at maturity or upon call for redemption or if any required transfer is not made into any sinking fund or sinking fund account established under this Master Ordinance at the time and in the amount required; or

(c) If the County for any reason is rendered incapable of fulfilling its obligations under this Master Ordinance; or

(d) If the Trust Facilities, or any part thereof necessary for efficient operation, are destroyed, damaged or rendered unusable to such extent that the Trust Facilities cannot yield sufficient revenues when added to County Revenues available under Section 5.08 to make payments required under this Master Ordinance and the damage is not repaired as soon as reasonably practicable for any reason whatsoever; or

(e) if the Trust proposes or makes an assignment for the benefit of creditors or a composition agreement with all or a material part of its creditors, or a receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Trust or any of its assets or revenues, or there is commenced any proceeding in

liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Trust and if such is not vacated, dismissed or stayed on appeal within sixty (60) days; or

(f) if the County defaults in the due and punctual performance of any other covenant in the Bonds or in this Master Ordinance and, such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the County and the Trust by the Registered Owners of not less than fifteen percent (15%) in aggregate principal amount of the Bonds Outstanding, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as the County or the Trust shall commence such performance within such period and shall diligently and continuously prosecute same to completion; or

(g) Receipt by the County of written notice from a provider of a Credit Facility that an event of default under any reimbursement or similar agreement has occurred and is continuing; or

The County shall mail to each provider of a Credit Facility written notice of all events of which it is aware that either constitute Events of Default under this Master Ordinance or, upon notice by or to the County or the passage of time, would constitute Events of Default under this Master Ordinance within thirty (30) days after the County shall have notice of the same, provided that the County shall provide immediate notice to each provider of a Credit Facility of any Event of Default described in clauses (a) or (b) of this Section.

92

Section 9.02 Acceleration and Annulment Thereof. If an Event of Default has occurred and is continuing, upon written notice to the County and the Trust, the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may declare the principal of all Bonds then Outstanding to be immediately due and payable, and upon such declaration the said principal, together with interest accrued thereon, shall become due and payable immediately at the place of payment provided therein, anything in this Master Ordinance or in the Bonds to the contrary notwithstanding.

If after the principal of the Bonds has been so declared to be due and payable, all arrears of interest upon the Bonds (and interest on overdue installments of interest at the maximum rate permitted by law or one percent (1%) over the interest rate on the respective Bonds whichever is lesser) are paid by the County, and the County also performs all other things in respect to which it may have been in default under this Master Ordinance and pays the reasonable charges of the Registered Owners, including reasonable attorneys' fees, then, and in every such case, the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the County and to the Trust, may annul such declaration and its consequences and such annulment shall be binding upon the County and the Trust and upon all Registered Owners of Bonds issued under this Master Ordinance; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 9.03 Registered Owners May Direct Proceedings. The Registered Owners of a majority in principal amount of the Bonds then outstanding under this Master Ordinance shall have the right to direct the method and place of conducting all remedial proceedings taken under this Master Ordinance, provided such directions shall not be otherwise than in accordance with law or the provisions of this Master Ordinance, and that the County shall have the right to

decline to follow any such direction which in the opinion of the County would be unjustly prejudicial to Registered Owners not parties to such direction.

Section 9.04 Limitations on Actions by Registered Owners. No Registered Owner shall have any right to pursue any remedy under this Master Ordinance unless (a) the County shall have been given written notice of an Event of Default, (b) the Registered Owners of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have requested the County, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, and (c) the County shall have failed to comply with such request within a reasonable time.

Section 9.05 Remedies Not Exclusive. No remedy in this Master Ordinance conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given under this Master Ordinance or now or hereafter existing at law or in equity or by statute.

Section 9.06 Delays and Omissions Not To Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

Section 9.07 Application of Moneys in Event of Default. Any moneys received by the County under this Article IX shall be applied.

First: to the payment of any arbitrage rebate amounts payable or expected to become payable to the United States of America; and

Second: to the payment, on a pari passu basis, of principal or Redemption Price (as the case may be) and interest then owing on the Bonds and of Hedge Obligations designated as

payable under this Master Ordinance and in case such moneys shall be insufficient to pay the same in full, then to the payment of such principal or Redemption Price and interest on the Bonds and such Hedge Obligations ratably, without preference or priority of one over another or of any installment of interest over any other installment of interest.

The surplus, if any, shall be paid to the County or the person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 9.08 Registered Owners Entitled to All Remedies under Applicable Law. It is the purpose of this Article to provide such remedies to the Registered Owners as may be lawfully granted under the provisions of applicable law; but should any remedy in this Master Ordinance granted be held unlawful, the Registered Owners shall nevertheless be entitled to every other remedy provided by applicable law. It is further intended that, insofar as lawfully possible, the provisions of this Article shall apply to and be binding upon the receiver appointed under applicable law.

ARTICLE X

THE PAYING AGENT AND REGISTRAR

Section 10.01. Appointment and Acceptance of Duties.

(a) The County may appoint one or more paying agents for the Bonds of each Series. Any such paying agent shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having (or controlled by an entity having) capital stock, surplus and undivided earnings aggregating at least One Hundred Million Dollars (\$100,000,000), and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Ordinance. Each

95

paying agent for a Series other than the Paying Agent and Registrar for such Series shall signify its acceptance of the duties and obligations imposed upon it by this Master Ordinance by executing and delivering to the County and the Paying Agent and Registrar for such Series a written acceptance of this Master Ordinance. The Paying Agent and Registrar for a Series and each other paying agent for such Series is by this Master Ordinance authorized to pay or redeem Bonds when duly presented to it for payment or redemption.

(b) Unless otherwise provided, the principal corporate trust office of the Paying Agent and Registrar of a Series is designated as the office or agency of the County for the payment of the interest on and principal or redemption price of the Bonds of such Series.

Section 10.02. Failure of County or Trust to Act. No Paying Agent and Registrar shall be liable or responsible because of the failure of the County or the Trust or of any of their respective employees or agents to make any collections or deposits or to perform any act under this Master Ordinance required of the County or the Trust or because of the loss of any money arising through the insolvency or the act or default or omission of any depository in which such money shall have been deposited under the provisions of this Master Ordinance. No Paying Agent and Registrar shall be responsible for the application of any of the proceeds of the Bonds or any other money deposited with it and paid out, withdrawn or transferred under this Master Ordinance if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Master Ordinance. The immunities and exemptions from liability of each Paying Agent and Registrar under this Master Ordinance shall extend to the directors, officers, employees and agents of such Paying Agent and Registrar.

Section 10.03. Compensation. Subject to the provisions of any contract between the County and the Paying Agent and Registrar relating to the compensation of the Paying Agent

and Registrar, the County shall cause the Trust to pay to the Paying Agent and Registrar reasonable compensation for all services performed by it under this Master Ordinance and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in connection with the performance of its powers and duties hereunder.

Section 10.04. Reliance by Paying Agent and Registrar. In case at any time it shall be necessary or desirable for the Paying Agent and Registrar to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as the Paying Agent and Registrar, and in any case in which this Master Ordinance provides for permitting or taking any action, the Paying Agent and Registrar may rely upon any certificate required or permitted to be filed with it under the provisions of this Master Ordinance, and any such certificate shall be evidence of such fact to protect the Paying Agent and Registrar in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact.

Section 10.05. Paying Agent and Registrar May Deal in Bonds. Any bank or trust company acting as Paying Agent and Registrar and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Bonds, Long Term Indebtedness or Short Term Indebtedness issued under and secured by this Master Ordinance, and may join in any action which any Registered Owner may be entitled to take with like effect as if such bank or trust company were not the Paying Agent and Registrar under this Master Ordinance.

Section 10.06. No Responsibility for Recitals. The recitals, statements and representations contained in this Master Ordinance and in the Bonds (excluding the certificate of authentication on the Bonds) shall be taken and construed as made by and on the part of the

County and/or the Trust and not by the Paying Agent and Registrar, and the Paying Agent and Registrar does not assume and shall have no responsibility for the correctness of the same.

Section 10.07. Resignation or Removal of Paying Agent and Registrar and Appointment of Successor.

(a) The Paying Agent and Registrar of a Series may at any time resign and be discharged of the duties and obligations created by this Master Ordinance by giving at least 60 days' written notice to the County and any Credit Facility provider. The Paying Agent and Registrar of a Series may be removed at any time by an instrument filed with any Credit Facility provider and the Paying Agent and Registrar of such Series and signed by the County. Any successor Paying Agent and Registrar shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having (or controlled by an entity having) capital stock, surplus and undivided earnings aggregating at least One Hundred Million Dollars (\$100,000,000), and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Ordinance. The County shall provide written notice to any Credit Facility provider of the appointment of such successor Paying Agent and Registrar.

(b) In the event of the resignation or removal of the Paying Agent and Registrar of a Series, such Paying Agent and Registrar shall pay over, assign and deliver moneys held by it as Paying Agent and Registrar to its successors, or if there be no successors, to the County. In the event that for any reason there shall be a vacancy in the office of the Paying Agent and Registrar of a Series, the County Finance Director shall act as such Paying Agent and Registrar.

ARTICLE XI

ACTS OF REGISTERED OWNERS; EVIDENCE OF OWNERSHIP OF BONDS

Any action to be taken by Registered Owners may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purposes of this Master Ordinance, if made in the following manner. The fact and date of the execution by any person of any such instrument may be proved by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. The fact of the holding of Bonds under this Master Ordinance by any Registered Owner and the amount and the number of such Bonds and the date of his holding the same (unless such Bonds be registered) may be proved by the affidavit of the person claiming to be such Registered Owner, if such affidavit shall be deemed by the Clerk of the Board to be satisfactory, or by a certificate executed by any trust company, bank, banker or other depository, wherever situated, if such certificate shall be deemed by the Clerk of the Board to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such trust company, bank, banker or other depository the Bonds described in such certificate. The Clerk of the Board may conclusively assume that such ownership continues until written notice to the contrary is served upon the County. The ownership of registered Bonds shall be proved by the registration books kept under the provisions of Section 2.04 of this Master Ordinance. Any action by the owner of any Bond shall bind all future owners of the same Bond in respect of any thing done or suffered by the County in pursuance thereof.

ARTICLE XII

SUPPLEMENTAL ORDINANCES

Section 12.01 Supplemental Ordinances Without Registered Owners' Consent. The Board, from time to time and at any time may enact such Supplemental Ordinances which are compatible with the terms and provisions of this Master Ordinance, in order to:

(a) cure any ambiguity or formal defect or omission or to correct any provisions in this Master Ordinance or in any Supplemental Ordinance, or

(b) grant to or confer upon the Registered Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Registered Owners, or

(c) add to the conditions, limitations and restrictions on the issuance of Bonds or the entering of Hedge Agreements under the provisions of this Master Ordinance other conditions, limitations and restrictions thereafter to be observed, or

(d) add to the covenants and agreements of the County or the Trust under this Master Ordinance other covenants and agreements thereafter to be observed by the County or the Trust or to surrender any right or power in this Master Ordinance reserved to or conferred upon the County or the Trust, or

(e) to make other changes or modifications to the provisions of this Master Ordinance which are not adverse to the interests of the Registered Owners, any Counterparty or any provider of a Reserve Facility or a Credit Facility; or

(f) to authorize and provide for the issuance of Additional Bonds in accordance with the terms of this Master Ordinance.

Section 12.02 Supplemental Ordinances With Registered Owners' Consent.

(a) Subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right from time to time, anything contained in this Master Ordinance to the contrary notwithstanding, to consent to and approve the enactment of such Supplemental Ordinance or Ordinances as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Ordinance or in any Supplemental Ordinance; provided, however, that nothing in this Section shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of or the interest on any Bonds, or (ii) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Bonds, or (iii) the creation of a lien upon or a pledge of any of the funds or accounts established under or pursuant to this Master Ordinance other than a lien and pledge created by this Master Ordinance, or (iv) a preference or priority of any Bond or Bonds over any other Bond other Bonds, or (v) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Ordinance. Nothing in this Section, however, shall be construed as making necessary the approval by Registered Owners of the enactment of any Supplemental Ordinance as authorized in Section 7.01.

(b) Notwithstanding anything in this Master Ordinance to the contrary, the consent of the Registered Owners of the required amount of the Bonds shall be deemed given with respect to a Supplemental Ordinance if:

(i) (A) the Supplemental Ordinance takes effect on a date on which all of the Bonds that are affected by such Supplemental Ordinance are subject to mandatory tender for purchase in accordance with their terms, (B) any modification or amendment effected

thereby is consented to in writing by the remarketing agent for such Bonds on or prior to such effective date and is disclosed in the official statement or other disclosure document pursuant to which such Bonds are remarketed and (C) the Bonds so tendered are purchased;

(ii) (A) not less than 30 days before the effective date of the Supplemental Ordinance, the County sends or causes to be sent a notice of the proposed modification or amendment to the Registered Owners of the Bonds that are affected by such Supplemental Ordinance and the Registered Owners of such Bonds have the right to tender their Bonds for purchase in accordance with their terms before such effective date, (B) any modification or amendment effected thereby is consented to in writing by the Remarketing Agent for such Bonds on or prior to such effective date and is disclosed in the official statement or other disclosure document pursuant to which such Bonds are remarketed and (C) the Bonds so tendered are purchased; or

(iii) (A) not less than 30 days before an auction date for Bonds in an auction rate mode during which any Supplemental Ordinance shall become effective, the County sends a notice of the proposed modification or amendment to the Registered Owners of the Bonds that are affected by such modification or amendment, (B) the auction rate determined for such Bonds at the Auction immediately preceding the effective date of the modification or amendment is a winning bid rate, and (C) any modification or amendment effected thereby is consented to in writing by the broker-dealer for such Bonds on or prior to such effective date and is disclosed in the official statement or other disclosure document delivered by the broker-dealer to potential Registered Owners prior to the auction immediately preceding such effective date; provided, however, that,

notwithstanding anything to the contrary in this Master Ordinance, any Bonds that are not the subject of a specific hold order or bid shall be deemed to be subject to a sell order at the auction immediately preceding such effective date.

(c) If the Registered Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the enactment of such Supplemental Ordinance shall have consented to and approved its enactment, no Registered Owner of any Bond shall have any right to object to the enactment of such Supplemental Ordinance, or to object to any of its terms and provisions, or in any manner to question the propriety of its enactment, or enjoin or restrain the Board from enacting the same or from taking any action pursuant to its provisions.

(d) Upon the enactment of any Supplemental Ordinance pursuant to the provisions of this Section, this Master Ordinance shall be modified and amended in accordance with such Supplemental Ordinance, and the respective rights, duties and obligations of the County and all Registered Owners of Bonds then Outstanding under this Master Ordinance shall thereafter be determined, exercised and enforced in all respects under the provisions of this Master Ordinance as so modified and amended.

Section 12.03 Supplemental Ordinances Part of Ordinance. Any Supplemental Ordinance enacted in accordance with the provisions of this Article and approved as to legality by the County Attorney shall thereafter form a part of this Master Ordinance, and all of the terms and conditions contained in any such Supplemental Ordinance shall be part of the terms and conditions of this Master Ordinance for any and all purposes. Express reference to any Supplemental Ordinance may be made in the text of any Bonds issued after its enactment, if deemed necessary or desirable by the County.

Section 12.04 Notice of Supplemental Ordinances. The County shall give to the Rating Agencies advance notice of the proposed enactment of any Supplemental Ordinance, which notice shall include the substantial form of such Supplemental Ordinance.

ARTICLE XIII

DEFEASANCE

Section 13.01 Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, all Bonds issued under this Master Ordinance have been paid, or there shall have been deposited in escrow with a banking institution or trust company an amount, evidenced by moneys, Government Obligations or certificates of deposit, issued by any bank or trust company (the deposits of which are insured by the Federal Deposit Insurance Corporation) such securities to be fully secured by Government Obligations, and the principal of and interest on such securities, when due, shall provide sufficient monies to fully pay the Bonds, as well as all other sums payable under this Master Ordinance by the County, all right, title and interest of the Registered Owners in the Pledged Revenues shall thereupon cease.

Section 13.02 Deposit of Funds for Payment of Bonds. If there is deposited with a banking institution or trust company funds sufficient to pay the principal or Redemption Price of any Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, interest on the Bonds shall cease to accrue on the due date and all liability of the County with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter such Bonds shall be deemed not to be Outstanding under this Master Ordinance and the Registered Owners of such Bonds shall be restricted exclusively to the

funds so deposited for any claim of whatsoever nature with respect to such bonds, and such funds shall be held exclusively in trust for such Registered Owners.

Moneys so deposited which remain unclaimed five (5) years after the date payment thereof becomes due shall be paid to the County, and the Registered Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the County.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01 No Personal Recourse. In the exercise of the power of the County and its members, officers, employees and agents under this Master Ordinance including (without limiting the foregoing) the application of moneys, the investment of funds and the letting or other disposition of the Trust Facilities in the event of default by the Trust, neither the County nor its members, officers, employees, or agents shall be accountable to any Registered Owner for any action taken or omitted by it or its officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred. The County shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had for any claim based on this Master Ordinance or the Bonds against any officer or employee, past, present or future, of the County or of any successor body as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 14.02 No Rights Conferred on Others. Nothing in this Master Ordinance contained shall confer any right upon any person other than the County, the Trust, and the Registered Owners of the Bonds.

Section 14.03 Illegal, etc. Provisions Disregarded. If any term or provision of this Master Ordinance or the Bonds or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions or the application of such term or provision to persona and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Master Ordinance and thereof shall be valid and enforced to the fullest extent permitted by law.

Section 14.04 Substitute Notice. If for any reason it shall be impossible to make publication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the County shall constitute a sufficient publication of such notice.

Section 14.05 Notices to the County and the Trust. Any notice to or demand upon the County shall be deemed to have been sufficiently given or served for all purposes by being sent by registered United States mail addressed to: Finance Director, Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2550, Miami, FL 33128. Any notice to or demand upon the Trust shall be deemed to have been sufficiently given or served for all purposes by being sent by registered United States mail addressed to: Chief Financial Officer, Public Health Trust of Miami-Dade County, Florida, 1611 N.W. 12th Avenue, Miami, Florida 33131.

Section 14.06 Controlling Law. The Laws of the State shall govern the construction and interpretation of this Master Ordinance.

Section 14.07 Successors and Assigns. All the covenants, promises and agreements in this Master Ordinance contained by or on behalf of the County or by or on behalf of the Trust shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 14.08 Headings for Convenience Only. The descriptive headings in this Master Ordinance are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Master Ordinance.

Section 14.09 Counterparts. This Master Ordinance may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but such counterparts shall together constitute but one and the same instrument.

Section 14.10 Inconsistent Ordinances. All ordinances and parts thereof, which are inconsistent with any of the provisions of this Master Ordinance are hereby declared to be inapplicable to the provisions of this Master Ordinance.

Section 14.11 Validation of Bonds. Counsel to the County is hereby authorized and directed to take proper proceedings for the validation of any Bonds where such proceedings are deemed by the County Attorney to be in the best interests of the County.

Section 14.12 Effective Date. This Master Ordinance shall take effect ten (10) days after its enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

 RAG


Prepared by:

Gerald T. Heffernan

Prepared by: Bond Counsel: Greenberg Traurig, P.A.
Edwards & Carstarphen

EXHIBIT A

2005 PROJECT

The 2005 Project shall include the acquisition, construction, reconstruction, and equipping of certain Capital Additions as specified in the Series Resolution for the Series 2005 Bonds, and may include, without limitation, the following:

- Construction of new and renovation of existing space both at Jackson Memorial Hospital and Jackson South Community Hospital to provide for sufficient inpatient and outpatient capacity to meet the demands for increased volume through the year 2020.
- General Facility/Equipment Upgrades. Funds will also be used to provide for routine medical equipment acquisition, routine facility upgrades and expansions, general facility renovations and acquisition of space and facilities throughout Jackson Health Systems to support the overall mission and revenue goals of the Trust.

EXHIBIT B

DESIGNATED FACILITIES

The Designated Facilities currently include the following:

- Jackson Memorial Hospital, including Jackson Medical Tower
- Jackson South Community Hospital
- Jackson North Outpatient Diagnostic Center
- North Dade Health Center
- Liberty City Health Center
- Juanita Mann Health Center
- Homeless Shelter
- Jefferson Reaves Health Center
- Penalver Clinic
- PET Center
- Stephen P. Clark Clinic
- Jackson Memorial/Perdue Medical Center
- Jackson Memorial Long Term Care Facility
- Southside Dental Medical Center
- North Miami Health Center
- Rosie Lee Wesley Health Center
- Community Health of South Dade, including Doris Ison Health Center and Martin Luther King/Clinica Campesina Health Center
- Jackson North Community Mental Health Center