

10-116 EXHIBIT A

PUBLIC HOSPITAL AGENCIES AGREEMENT

BY AND AMONG

COUNTY OF FRANKLIN, OHIO

AND

COUNTY OF BUTLER, OHIO
COUNTY OF HAMILTON, OHIO
COUNTY OF MAHONING, OHIO
COUNTY OF SHELBY, OHIO
COUNTY OF SUMMIT, OHIO

AND

CITY OF WILLOUGHBY, OHIO

Dated as of December 1, 1991

PUBLIC HOSPITAL AGENCIES AGREEMENT
AMONG THE COUNTY OF FRANKLIN, OHIO AND
THE COUNTY OF BUTLER, OHIO, THE COUNTY
OF HAMILTON, OHIO, THE COUNTY OF MAHONING,
OHIO, THE COUNTY OF SHELBY, OHIO, THE COUNTY
OF SUMMIT, OHIO AND THE CITY OF WILLOUGHBY, OHIO

THIS AGREEMENT is made and entered into as of the 1st day of December, 1991, by and between the COUNTY OF FRANKLIN, OHIO (the "Issuer") and the COUNTY OF BUTLER, OHIO, the COUNTY OF HAMILTON, OHIO, the COUNTY OF MAHONING, OHIO, the COUNTY OF SHELBY, OHIO, the COUNTY OF SUMMIT, OHIO and the CITY OF WILLOUGHBY, OHIO, all of such political subdivisions of the State of Ohio constituting "public hospital agencies" as that term is defined in Section 140.01, Ohio Revised Code, being herein referred to as the "Public Hospital Agencies", which have heretofore adopted or will, by appropriate resolutions or ordinances approve participation in a financing program for Ohio Presbyterian Retirement Services, an Ohio nonprofit corporation (the "Corporation") which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, further described herein (the "Program"), in order to finance and refinance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code, on behalf of the Public Hospital Agencies, for the benefit of the Corporation and any of its current or future affiliated entities.

WHEREAS, pursuant to the Constitution and Laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, Ohio political subdivisions are authorized to issue revenue bonds for the purpose of paying all or part of the cost of Hospital Facilities, as that term is defined in Section 140.01 of the Ohio Revised Code, suitable for use by any nonprofit hospital agency and to refund or refinance indebtedness incurred to finance costs previously incurred for such Hospital Facilities, and to lease such Hospital Facilities to such nonprofit hospital agency, which lease must provide for the rentals by such nonprofit hospital agency sufficient to amortize the debt service on such revenue bonds; and

WHEREAS, the Public Hospital Agencies are authorized by Section 140.03, Ohio Revised Code to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by the Public Hospital Agencies in their respective individual capacities; and

WHEREAS, it is determined and declared that it is necessary and for the best interests of the citizens, residents, and inhabitants of the respective jurisdictions served by the Public Hospital Agencies, that the Public Hospital Agencies cooperate in taking action to:

(a) provide for and promote the public health, safety, and general welfare of the jurisdictions served by the Public Hospital Agencies by the adoption and implementation of the Program, so that the Corporation may finance and refinance the costs of Hospital Facilities, including reimbursement of such costs, qualifying under Chapter 140, Ohio Revised Code, to promote the public purpose set forth in Section 140.02, Ohio Revised Code; and

(b) carry out such Program, to lessen the cost of health care and provide a savings to third parties and others who must pay for such care; and

WHEREAS, the Program and this Agreement will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, it is necessary, desirable, and authorized by Chapter 140, Ohio Revised Code that such Public Hospital Agencies approve the issuance by them of revenue bonds to provide funds needed for the Program; and

WHEREAS, it is deemed advisable that the Public Hospital Agencies enter into this Agreement to provide for the issuance of revenue bonds to finance the Program and this Agreement and the Program will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, pursuant to the Program, the County of Franklin, Ohio intends to issue its Health Care Facilities Revenue Refunding Bonds, Series 1991B (Ohio Presbyterian Retirement Services) (the "Series 1991B Bonds") in order to refund and retire outstanding principal amount of its \$7,925,000 Adjustable/Fixed Rate Hospital Facilities Mortgage Revenue Refunding Bonds, 1987 Series B (Ohio Presbyterian Retirement Services) (the "1987 Series B Bonds") and \$10,000,000 in aggregate principal amount of its Adjustable/Fixed Rate Hospital Facilities Mortgage Revenue Bonds, 1987 Series C (Ohio Presbyterian Retirement Services) (the "1987 Series C Bonds") which financed and refinanced the costs of Hospital Facilities, for the benefit of the Public Hospital Agencies;

NOW, THEREFORE, THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF BUTLER, OHIO, THE COUNTY OF HAMILTON, OHIO, THE COUNTY OF MAHONING, OHIO, THE COUNTY OF SHELBY, OHIO, THE COUNTY OF SUMMIT, OHIO AND THE CITY OF WILLOUGHBY, OHIO HEREBY AGREE AS FOLLOWS:

ARTICLE I

ISSUANCE OF BONDS BY PUBLIC HOSPITAL AGENCIES

The Public Hospital Agencies hereby jointly associate for the purpose of issuing revenue bonds (the "Bonds") to finance the Program (as defined in the Preambles hereto) within their respective boundaries, pursuant to Chapter 140, Ohio Revised Code, under the name of the Issuer. The Issuer has adopted a resolution authorizing the execution by the Issuer, on behalf of all the Public Hospital Agencies, of a trust indenture with a trustee (the "Trustee") authorizing and securing the Bonds and the execution of all other necessary documentation.

The Hospital Facilities in each jurisdiction financed from the proceeds of the Bonds have been or shall be leased pursuant to the provisions of Section 140.05, Ohio Revised Code, by each individual Public Hospital Agency to the Corporation and the proceedings authorizing such Bonds may provide for the pledging of all or any part of the hospital receipts, as defined in Section 140.01, Ohio Revised Code (the "Hospital Receipts"), and the investment income therefrom, to be received by or on behalf of the Public Hospital Agencies pursuant to such lease agreements entered into in connection with the issuance of the Bonds, and such proceedings may provide that, as security for the Bonds, such Public Hospital Agencies agree to pledge, and/or grant security interests in such Hospital Receipts, and in any other funds or revenues contributed to or received by the Public Hospital Agencies in connection with such Program; such pledged Hospital Receipts to be assigned to the Issuer and/or the Master Indenture Trustee referred to below.

Ohio Presbyterian Retirement Services has entered into a Master Trust Indenture with The Provident Bank, Cincinnati, Ohio, as Master Indenture Trustee, and other institutions which may become obligated under the Master Trust Indenture (collectively, the "Obligated Issuers") are obligated thereunder in order to equally and ratably secure their debt, including the Bonds contemplated by this Agreement. Each Obligated Issuer will be jointly and severally liable for all obligations secured under the Master Trust Indenture.

The Public Hospital Agencies contemplate and specifically authorize the Issuer to act on behalf of the Public Hospital Agencies, in carrying out all actions necessary to implement the Program and issue the Bonds, and the Issuer hereby accepts the appointment of it to act on behalf of all the Public Hospital Agencies in such capacity.

ARTICLE II

ADDRESSES AND PLACES OF BUSINESS

The principal offices and places of business of the Public Hospital Agencies shall be as follows:

Issuer: County Hospital Commission
of Franklin County
c/o Franklin Hirsch
285 East Main Street
Columbus, Ohio 43215

Public Hospital Agencies: County of Butler, Ohio
130 High Street
Hamilton, Ohio 45011
Attn: Clerk, Board of
County Commissioners

Hamilton County Hospital
Commission
1811 Losantville Road
Suite 450
Cincinnati, Ohio 45237
Attn: Chairman

County of Mahoning, Ohio
120 Market Street
Youngstown, Ohio 44503
Attn: Clerk, Board of
County Commissioners

County of Shelby, Ohio
Shelby County Annex
129 East Court Street
Sidney, Ohio 45365
Attn: Clerk, Board of
County Commissioners

County of Summit, Ohio
175 South Main Street
Akron, Ohio 44308
Attn: County Administrator

City of Willoughby, Ohio
One Public Square
Willoughby, Ohio 44094
Attn: Mayor

ARTICLE III

DURATION

This Agreement shall be effective from and after its execution by the Public Hospital Agencies. The duration of this Agreement from and after said effective date shall be until the date of final payment and retirement of all Bonds issued by the Issuer pursuant to this Agreement and the satisfaction by the Public Hospital Agencies of all obligations and commitments of said Public Hospital Agencies pertaining to the Bonds. Pursuant to this Agreement the Issuer may issue one or more series of Bonds which are in furtherance of the Program for an indefinite term for the costs of Hospital Facilities.

Other Ohio political subdivisions may be added as parties to this Agreement with the consent of the Issuer and become Public Hospital Agencies. Notwithstanding Article VII, the approval of the other Public Hospital Agencies shall not be required to add another Ohio political subdivision as a Public Hospital Agency, but such new Public Hospital Agency must have within its jurisdiction Hospital Facilities operated by an institution which is an Obligated Issuer under the Master Trust Indenture.

ARTICLE IV

NO SEPARATE GOVERNING BODY; COSTS

There shall be no separate governing body of this Agreement. The Agreement is undertaken jointly by the Public Hospital Agencies, and all actions pursuant to this Agreement shall be undertaken jointly and based upon the cooperative efforts and undertakings of the Public Hospital Agencies, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Bonds may be executed with the manual or facsimile signature of the appropriate official or officials of the Issuer.

The financing and staffing for the Program shall be provided from the proceeds from the sale of the Bonds, earnings thereon, Hospital Receipts from the Corporation and fees paid in connection with the Program, and the Public Hospital Agencies shall not be obligated to provide funds for the Program from any other sources, and shall not be required to establish and maintain a budget for the Program.

ARTICLE V

PURPOSE; OBJECTS; POWERS

The purpose of this Agreement, its objects, and the joint powers of the Public Hospital Agencies hereunder, shall be as follows:

(a) To adopt jointly the Program, as set out in the Preambles hereto, and to take such steps as may be deemed to be reasonably necessary for the promotion of the public health, safety, and general welfare of the citizens and inhabitants of the jurisdictions served by the Public Hospital Agencies in connection therewith.

(b) To finance the Program through the issuance of bonds, notes, or other evidences of special indebtedness under Section 140.06, Ohio Revised Code, by the Issuer, acting on behalf of all the Public Hospital Agencies, and to evidence such obligations in any legal manner.

(c) To cooperate with each other and with any other governmental agency in accomplishing any of the stated purposes of this Agreement.

(d) To do all of the foregoing and generally to take any and all action necessary and incident to the general purposes of this Agreement and as may be necessary or desirable to carry out the purposes of the Program.

(e) No Public Hospital Agency shall have any power to issue certificates or shares or declare dividends, and this Agreement is not formed for and shall not be operated for profit of any private individual, partnership, corporation, or other entity, but is created solely to carry out the purposes and to exercise the powers set out above.

ARTICLE VI

GENERAL PROVISIONS

The parties further agree to the following general provisions:

(a) Prohibition of Arbitrage.

The Public Hospital Agencies agree that sums derived from the proceeds of the Bonds and from the revenues, bonds, and assets and Hospital Receipts pledged to the Bonds shall not be used or invested in a manner which would cause such Bonds to be treated as "arbitrage bonds" within the meaning of Sections 103(b)(2) or 148 of the Internal Revenue Code of 1986, as amended.

(b) Limitation on Use of Proceeds of Bonds and Revenues Derived in Connection with the Issuance of Revenue Bonds.

All of the proceeds of the Bonds and of the Hospital Receipts shall be used exclusively for the purposes herein set out, including payment of expenses incidental thereto; no part of the proceeds of the Bonds, the investment income derived therefrom, or the revenues securing the Bonds shall inure to the benefit of any representative of any of the Public Hospital Agencies, and shall not inure to the benefit of any private shareholder or individual.

ARTICLE VII

TERMINATION OF AGREEMENT;
WITHDRAWAL OF PUBLIC HOSPITAL AGENCIES;
AMENDMENTS

(a) Any Public Hospital Agency may terminate this Agreement and withdraw from the proposed Program at any time prior to the issuance of the Bonds or other obligations of the Public Hospital Agencies, upon thirty days' written notice to the other Public Hospital Agencies, and may otherwise withdraw upon such Notice upon the following conditions:

(1) Such Public Hospital Agency is not at that time in default of any of its obligations under any agreement with any of the other Public Hospital Agencies;

(2) Such termination at that time shall not, in the opinion of recognized Bond Counsel, constitute an act of default in connection with any outstanding bonds, or any obligation(s) of such terminating Public Hospital Agency under any agreement with any of the other Public Hospital Agencies; and

(3) Provisions as to the written satisfaction of the rights of bondholders and the other Public Hospital Agencies, by the firm of Bond Counsel employed by the Issuer, shall be made for the protection of bondholders and of the Trustee designated in the proceedings authorizing such bonds.

(b) Provided, further, that the Public Hospital Agencies shall have the right at any time, to agree on any other method of partial or complete termination, to whatever extent may be permissible, in the opinion of recognized Bond Counsel and the Program's investment banker, without adversely affecting the rating or status of the Bonds, the exemption of interest thereon from taxation, or other rights of bondholders; and

(c) This Agreement may be amended at any time, including, without limitation, amendments which add additional public hospital agencies as parties to this Agreement, in accordance with Article III hereof.

ARTICLE VIII

BONDS SHALL NOT CONSTITUTE GENERAL OBLIGATION
INDEBTEDNESS OF PUBLIC HOSPITAL AGENCIES, AND NO
OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR
BONDS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH

Bonds issued pursuant to this Agreement shall be revenue obligations of the Issuer, acting on behalf of all the Public Hospital Agencies, payable solely from and secured by a pledge of the proceeds of the Bonds until disbursed, the investment of such proceeds (including loans purchased with such proceeds), and all revenues, funds, proceeds of insurance, and other assets pledged under the trust indenture authorizing and securing the Bonds, which amount shall be pledged to be set aside as a special fund or funds for that purpose, and such Bonds shall not constitute general obligations, debt or bonded indebtedness of the Issuer or any Public Hospital Agency within the meaning of the Constitution and laws of the State of Ohio and the holders or owners thereof shall not be given the right, and shall have no right, to have excises or taxes levied for the payment of bond service charges.

None of the officials of the Public Hospital Agencies, or of any of the members of the legislative bodies of the jurisdictions served by the Public Hospital Agencies or their officers or employees, shall be liable in their personal capacities on such Bonds, bond proceedings, other agreements or the contract created pursuant to this Agreement.

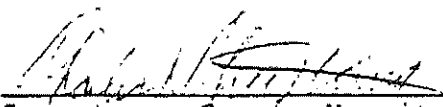
This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

IN TESTIMONY WHEREOF, witness the execution hereof by
the County of Franklin, Ohio by its duly authorized officers,
as of the date first above written.

COUNTY OF FRANKLIN, OHIO

By _____
Chairman, County Hospital
Commission of Franklin
County

By 
Secretary, County Hospital
Commission of Franklin
County

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Butler, Ohio by its duly authorized officers, as of the date first above written.

APPROVED AS TO FORM:

William C. Miller
Prosecuting Attorney
County of Butler, Ohio
Assistant prosecuting attorney

COUNTY OF BUTLER, OHIO

By *W. C. Miller*
County Commissioner

By *W. C. Miller*
County Commissioner

By *W. C. Miller*
County Commissioner

IN TESTIMONY WHEREOF, witness the execution hereof by
the County of Hamilton, Ohio by its duly authorized officers,
as of the date first above written.

COUNTY OF HAMILTON, OHIO

By Donald W. [Signature]
Chairman, Hamilton County
Hospital Commission

By _____
Secretary, Hamilton County
Hospital Commission

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Mahoning, Ohio by its duly authorized officers, as of the date first above written.

APPROVED AS TO FORM:

COUNTY OF MAHONING, OHIO

James S. H. H. H. H.
Prosecuting Attorney
County of Mahoning, Ohio


By *[Signature]*
County Commissioner

By *[Signature]*
County Commissioner

By *[Signature]*
County Commissioner

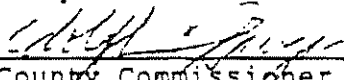
IN TESTIMONY WHEREOF, witness the execution hereof by the County of Shelby, Ohio by its duly authorized officers, as of the date first above written.

APPROVED AS TO FORM:




Prosecuting Attorney
County of Shelby, Ohio


COUNTY OF SHELBY, OHIO

By 

County Commissioner

By 

County Commissioner

By 

County Commissioner

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Summit, Ohio by its duly authorized officer, as of the date first above written.

APPROVED AS TO FORM:

COUNTY OF SUMMIT, OHIO


[Handwritten Signature]
Prosecuting Attorney
County of Summit, Ohio

By *[Handwritten Signature]*
County Executive

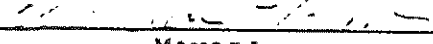
IN TESTIMONY WHEREOF, witness the execution hereof by the City of Willoughby, Ohio by its duly authorized officers, as of the date first above written.

APPROVED AS TO FORM:

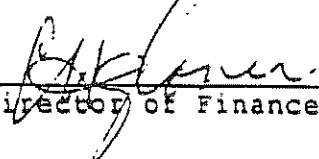
CITY OF WILLOUGHBY, OHIO



Director of Law
City of Willoughby, Ohio

By 

Mayor

By 

Director of Finance

AMENDMENT TO
PUBLIC HOSPITAL AGENCIES AGREEMENT

WHEREAS, public hospital agencies are authorized by Section 140.03, Ohio Revised Code, to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by public hospital agencies in their respective individual capacities; and

WHEREAS, pursuant to the Constitution and the laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, the County of Franklin, Ohio and the County of Butler, Ohio, the County of Hamilton, Ohio, the County of Mahoning, Ohio, the County of Shelby, Ohio, the County of Summit, Ohio and the City of Willoughby, Ohio (collectively, the "Hospital Agencies") have entered into a Public Hospital Agencies Agreement (the "Agreement") dated as of December 1, 1991 for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the County of Lucas, Ohio constitutes a "public hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, and has, by appropriate resolution, attached hereto as Exhibit A, approved participation in a financing program for Ohio Presbyterian Retirement Communities, an Ohio nonprofit corporation (the "Corporation"), which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, in order to finance and refinance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code; and

WHEREAS, it is deemed advisable that the County of Lucas, Ohio enter into the Agreement and thereby provide for the issuance of revenue bonds in a manner which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Agreement provides that other Ohio political subdivisions may be added as parties to the Agreement with the consent of the County of Franklin, Ohio, as Issuer under the Agreement and without the approval of the Hospital Agencies; and

NOW THEREFORE, THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF LUCAS, OHIO HEREBY AGREE AS FOLLOWS:

Section 1. Findings. The County of Lucas, Ohio has within its jurisdiction hospital facilities operated by an institution which is an Obligated Issuer under the Master Trust Indenture dated as of December 1, 1991, between Ohio Presbyterian Retirement Communities (formerly known as Ohio Presbyterian Retirement Services) and The Provident Bank, as supplemented.

Section 2. Consent. The County of Franklin, Ohio consents to the addition of the County of Lucas, Ohio to the Agreement.

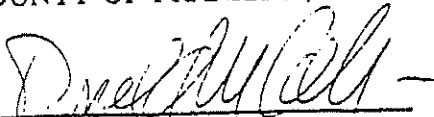
Section 3. Addition. The County of Lucas, Ohio is hereinafter a "Public Hospital Agency" as referred to in and governed by the Agreement, the principal offices and places of

business of which shall be One Government Center, Toledo, Ohio 43604, Attn: Clerk, Board of County Commissioners.

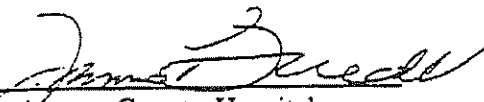
IN TESTIMONY WHEREOF, witness the execution hereof by the County of Franklin, Ohio and by the County of Lucas, Ohio by their duly authorized officers, as of December 1, 1993.

The legal form and substance of the within instrument are hereby approved:

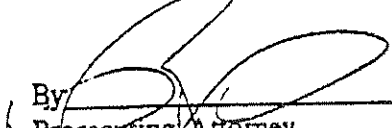
MICHAEL MILLER,
PROSECUTING ATTORNEY
COUNTY OF FRANKLIN, OHIO

By 
Assistant Prosecuting Attorney
County of Franklin, Ohio

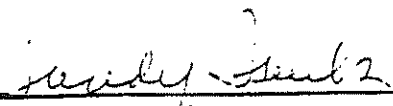
COUNTY OF FRANKLIN, OHIO

By 
Chairman, County Hospital
Commission of Franklin
County

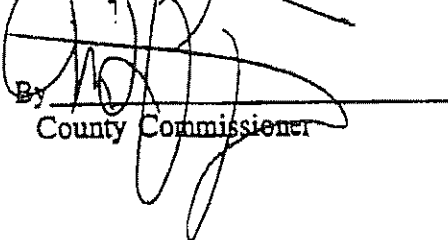
APPROVED AS TO FORM:

By 
Prosecuting Attorney
County of Lucas, Ohio

COUNTY OF LUCAS, OHIO

By 
County Commissioner

By 
County Commissioner

By 
County Commissioner

AMENDMENT TO
PUBLIC HOSPITAL AGENCIES AGREEMENT

WHEREAS, public hospital agencies are authorized by Section 140.03, Ohio Revised Code, to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by public hospital agencies in their respective individual capacities; and

WHEREAS, pursuant to the Constitution and the laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, the County of Franklin, Ohio and the County of Butler, Ohio, the County of Hamilton, Ohio, the County of Mahoning, Ohio, the County of Shelby, Ohio, the County of Summit, Ohio, the County of Clinton, Ohio and the City of Willoughby, Ohio (collectively, the "Hospital Agencies") have entered into a Public Hospital Agencies Agreement (the "Agreement") dated as of December 1, 1991 and amended as of December 1, 1993 for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the County of Clinton, Ohio constitutes a "public hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, and has, by appropriate resolution, attached hereto as Exhibit A, approved participation in a financing program for Ohio Presbyterian Retirement Services, an Ohio nonprofit corporation (the "Corporation"), which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, in order to finance and refinance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code; and

WHEREAS, it is deemed advisable that the County of Clinton, Ohio enter into the Agreement and thereby provide for the issuance of revenue bonds in a manner which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Agreement provides that other Ohio political subdivisions may be added as parties to the Agreement with the consent of the County of Franklin, Ohio, as Issuer under the Agreement and without the approval of the Hospital Agencies; and

NOW THEREFORE, THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF CLINTON, OHIO HEREBY AGREE AS FOLLOWS:

Section 1. Findings. The County of Clinton, Ohio has within its jurisdiction hospital facilities operated by an institution which is an Obligated Issuer under the Master Trust Indenture dated as of December 1, 1991, between Ohio Presbyterian Retirement Services and The Provident Bank, as supplemented.

Section 2. Consent. The County of Franklin, Ohio consents to the addition of the County of Clinton, Ohio to the Agreement.

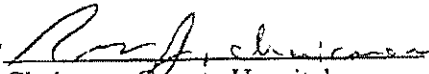
Section 3. Addition. The County of Clinton, Ohio is hereinafter a "Public Hospital Agency" as referred to in and governed by the Agreement, the principal offices and places of business of which


shall be 46 South South Street, Wilmington, Ohio 45177, Attn: Clerk, Board of County Commissioners.

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Franklin, Ohio and by the County of Clinton, Ohio by their duly authorized officers, as of February 1, 2001.

The legal form and substance of the within instrument are hereby approved:

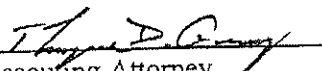
COUNTY OF FRANKLIN, OHIO

By 
Chairman, County Hospital
Commission of Franklin
County

By 
Assistant Prosecuting Attorney
County of Franklin, Ohio

APPROVED AS TO FORM:

COUNTY OF CLINTON, OHIO

Asst. By 
Prosecuting Attorney
County of Clinton, Ohio

By 
County Commissioner

By 
County Commissioner

By 
County Commissioner

AMENDMENT TO
PUBLIC HOSPITAL AGENCIES AGREEMENT

WHEREAS, public hospital agencies are authorized by Section 140.03, Ohio Revised Code, to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by public hospital agencies in their respective individual capacities; and

WHEREAS, pursuant to the Constitution and the laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, the Counties of Franklin, Butler, Hamilton, Mahoning, Shelby, Summit and Clinton, Ohio and the City of Willoughby, Ohio (collectively, the "Hospital Agencies") have entered into a Public Hospital Agencies Agreement (the "Agreement") dated as of December 1, 1991 and as subsequently amended for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the County of Trumbull, Ohio constitutes a "public hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, and has, by appropriate resolution, attached hereto as Exhibit A, approved participation in a financing program for Ohio Presbyterian Retirement Services, an Ohio nonprofit corporation (the "Corporation"), which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, in order to finance and refinance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code; and

WHEREAS, it is deemed advisable that the County of Trumbull, Ohio enter into the Agreement and thereby provide for the issuance of revenue bonds in a manner which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Agreement provides that other Ohio political subdivisions may be added as parties to the Agreement with the consent of the County of Franklin, Ohio, as Issuer under the Agreement and without the approval of the Hospital Agencies; and

NOW THEREFORE, THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF TRUMBULL, OHIO HEREBY AGREE AS FOLLOWS:

Section 1. Findings. The County of Trumbull, Ohio has within its jurisdiction hospital facilities operated by an institution which is an Obligated Issuer under the Master Trust Indenture dated as of December 1, 1991, between Ohio Presbyterian Retirement Services and The Provident Bank, as supplemented.

Section 2. Consent. The County of Franklin, Ohio consents to the addition of the County of Trumbull, Ohio to the Agreement.

Section 3. Addition. The County of Trumbull, Ohio is hereinafter a "Public Hospital Agency" as referred to in and governed by the Agreement, the principal offices and places of business of which shall be 5th Floor County Admin Bldg, 160 High St. N.W. Attn: Clerk, Board of County Commissioners. Warren, OH 44481

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Franklin, Ohio and by the County of Trumbull, Ohio by their duly authorized officers, as of October 1, 2002.

The legal form and substance of the within instrument are hereby approved:

COUNTY OF FRANKLIN, OHIO

By *Randy Chairman*
Chairman, County Hospital
Commission of Franklin
County

By *Julia A. Seaton*
Assistant Prosecuting Attorney
County of Franklin, Ohio

APPROVED AS TO FORM:

By *James J. M... DAPA*
Prosecuting Attorney
County of Trumbull, Ohio

COUNTY OF TRUMBULL, OHIO

By *Mark ...*
County Commissioner

By *Jay ...*
County Commissioner

By *Ch... ..*
County Commissioner

AMENDMENT TO
PUBLIC HOSPITAL AGENCIES AGREEMENT

WHEREAS, public hospital agencies are authorized by Section 140.03, Ohio Revised Code, to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by public hospital agencies in their respective individual capacities; and

WHEREAS, pursuant to the Constitution and the laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, the Counties of Franklin, Butler, Hamilton, Mahoning, Shelby, Summit and Clinton, Ohio and the City of Willoughby, Ohio (collectively, the "Hospital Agencies") have entered into a Public Hospital Agencies Agreement (the "Agreement") dated as of December 1, 1991 and as subsequently amended for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the County of Ottawa, Ohio constitutes a "public hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, and has, by appropriate resolution, attached hereto as Exhibit A, approved participation in a financing program for Ohio Presbyterian Retirement Services, an Ohio nonprofit corporation (the "Corporation"), which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, in order to finance and refinance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code; and

WHEREAS, it is deemed advisable that the County of Ottawa, Ohio enter into the Agreement and thereby provide for the issuance of revenue bonds in a manner which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Agreement provides that other Ohio political subdivisions may be added as parties to the Agreement with the consent of the County of Franklin, Ohio, as Issuer under the Agreement and without the approval of the Hospital Agencies; and

NOW THEREFORE, THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF OTTAWA, OHIO HEREBY AGREE AS FOLLOWS:

Section 1. Findings. The County of Ottawa, Ohio has within its jurisdiction hospital facilities operated by an institution which is an Obligated Issuer under the Master Trust Indenture dated as of December 1, 1991, between Ohio Presbyterian Retirement Services and The Provident Bank, as supplemented.


Section 2. Consent. The County of Franklin, Ohio consents to the addition of the County of Ottawa, Ohio to the Agreement.


Section 3. Addition. The County of Ottawa, Ohio is hereinafter a "Public Hospital Agency" as referred to in and governed by the Agreement, the principal offices and places of business of which shall be 315 Madison Street, Port Clinton, Ohio 43452, Attn: Clerk, Board of County Commissioners.

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Franklin, Ohio and by the County of Ottawa, Ohio by their duly authorized officers, as of October 17, 2002.

The legal form and substance of the within instrument are hereby approved:

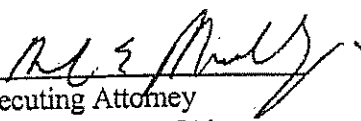
COUNTY OF FRANKLIN, OHIO

By 
Chairman, County Hospital
Commission of Franklin
County

By 
Assistant Prosecuting Attorney
County of Franklin, Ohio

APPROVED AS TO FORM:

COUNTY OF OTTAWA, OHIO

By 
Prosecuting Attorney
County of Ottawa, Ohio

By 
County Commissioner

By 
County Commissioner

By 
County Commissioner