

INDEX OF CLOSING DOCUMENTS

ESSEX COUNTY CAPITAL RESOURCE CORPORATION MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A IN THE PRINCIPAL AMOUNT OF \$9,500,000

A. BASIC INSTRUMENTS:

1. Indenture
2. Specimen Bond
3. Loan Agreement
4. Pledge and Assignment, with acknowledgment, thereof by the Hospital
5. Master Indenture and Security Agreement
6. Supplemental Master Indenture Number Four
7. Series Four Note
8. Guaranty Agreement
(Adirondack Medical Center Foundation)
9. Bond Purchase Agreement
10. Continuing Covenants Agreement
11. UCC-1 Financing Statement relating to Property pledged by the Issuer to the Trustee pursuant to the Indenture
12. UCC-1 Financing Statements relating to Property pledged by the Issuer to the Trustee pursuant to the Pledge and Assignment
13. Closing Receipt

B. ITEMS TO BE DELIVERED BY THE ISSUER:

1. General Certificate of the Issuer regarding incumbency and signatures of officers, execution of the Bonds, the Bond Purchase Agreement the other Financing Documents to be executed by the Issuer, no litigation and continued existence, with the following items included as exhibits:

Exhibit A - Issuer Certificate of Incorporation, certified by the New York Secretary of State;

Exhibit B - By-Laws of the Issuer;

Exhibit C - Inducement Resolution and Preliminary Agreement;

Exhibit D - Proof of Publication of notice of the Public Hearing;

Exhibit E - Report of the Public Hearing;

Exhibit F - Public Approval; and

Exhibit G - Bond Resolution

2. Certificate Regarding No Conflicts of Interest
3. Information Return

C. ITEMS TO BE DELIVERED BY THE HOSPITAL

1. General Certificate of the Hospital regarding incumbency and signatures of officers, execution of the Loan Agreement and the other Financing Documents to be executed by the Hospital (the "Hospital Documents"), no litigation and continued existence, with the following items included as exhibits:

Exhibit A - Certificate of Incorporation of the Hospital, certified by the New York State Department of State (or Hospital Counsel);

- Exhibit B - By-Laws of the Hospital;
- Exhibit C - Certificate of Good Standing relating to the Hospital from the New York State Department of State;
- Exhibit D - Minutes and Resolutions of the Board of Directors of the Hospital approving and authorizing the execution and delivery of the Hospital Documents
- Exhibit E - 501(c)(3) Determination Letter relating to the Hospital from the Internal Revenue Service; and
- Exhibit F - Department of Health Approvals

- 2. General Certificate of Obligated Group Member
- 3. Tax Certificate and Agreement
- 4. Certificates of Insurance
- 5. General Certificate of Adirondack Medical Center Foundation

D. ITEMS TO BE DELIVERED BY THE TRUSTEE:

- 1. General Certificate of the Trustee
- 2. General Certificate of the Master Trustee

E. ITEMS TO BE DELIVERED BY THE INITIAL PURCHASER:

- 1. Certificate with Respect to Issue Price
- 2. Investor Letter

F. OPINIONS OF COUNSEL:

- 1. Opinion of Briggs Norfolk LLP, counsel to the Issuer, addressed to the Initial Purchaser, the Hospital, the Trustee and the Issuer
- 2. (a) Opinion of Rivkin Radler LLP, counsel to the Hospital, addressed to the

Initial Purchaser, the Trustee and
the Master Trustee, relating to the Series Four Note

(b) Opinion of Rivkin Radler LLP, counsel to the Hospital,
addressed to the Trustee, the Issuer and the Initial Purchaser

3. Opinion of Rivkin Radler LLP,
counsel to Adirondack Medical Center
Foundation, addressed to the Initial Purchaser,
the Trustee, the Master Trustee and the Issuer
4. Approving Opinion of Squire Patton Boggs (US)
LLP, Bond Counsel, addressed to the Issuer
5. Reliance letters of Bond Counsel,
addressed to the Initial Purchaser, the Hospital
and the Trustee
6. Opinion of Pillsbury Winthrop Shaw Pittman LLP,
Counsel to the Trustee
7. Opinion of Pillsbury Winthrop Shaw Pittman LLP,
Counsel to the Master Trustee

G. MISCELLANEOUS

1. Closing Memorandum

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

AND

U.S. BANK NATIONAL ASSOCIATION,

AS TRUSTEE

TRUST INDENTURE

DATED AS OF OCTOBER 1, 2017

RELATING TO THE
\$9,500,000 MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER
ESSEX COUNTY PROJECT), SERIES 2017A

ISSUED BY THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION

THIS INSTRUMENT IS INTENDED TO CONSTITUTE A SECURITY AGREEMENT
UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK.

TABLE OF CONTENTS

PARTIES	1
RECITALS	1
GRANTING CLAUSES	5
ARTICLE I DEFINITIONS	8
SECTION 101. DEFINITIONS.....	8
SECTION 102. INTERPRETATION	28
SECTION 103. CONDITIONS PRECEDENT SATISFIED	29
ARTICLE II THE BONDS	30
SECTION 201. RESTRICTION ON ISSUANCE OF BONDS	30
SECTION 202. LIMITED OBLIGATIONS/JURISDICTION	30
SECTION 203. EXECUTION.....	30
SECTION 204. AUTHENTICATION	30
SECTION 205. MUTILATED, LOST, STOLEN OR DESTROYED BONDS	31
SECTION 206. TRANSFER AND EXCHANGE OF BONDS; PERSONS TREATED AS OWNERS.....	32
SECTION 207. PAYMENT PROVISIONS.....	34
SECTION 208. TEMPORARY BONDS	36
SECTION 209. SPECIFIC DETAILS OF THE INITIAL BONDS.....	36
SECTION 210. DELIVERY OF THE INITIAL BONDS	41
SECTION 211. CANCELLATION OF BONDS	42
SECTION 212. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.....	42
SECTION 213. BOOK ENTRY BONDS	42
SECTION 214. ADDITIONAL BONDS	44
SECTION 215. THE BANK LOAN RATE; ADVANCE OF BOND PROCEEDS; INCREASED COSTS TO INITIAL HOLDER, CONVERSION FROM THE BANK LOAN RATE	47
ARTICLE III REDEMPTION AND PURCHASE OF BONDS PRIOR TO MATURITY; REMARKETING	52
SECTION 301. REDEMPTION OF BONDS PRIOR TO MATURITY	52
SECTION 302. HOSPITAL'S ELECTION TO REDEEM	54
SECTION 303. NOTICE OF REDEMPTION; PAYMENT OF REDEEMED BONDS	54
SECTION 304. PURCHASE OF BONDS ON DEMAND; MANDATORY PURCHASE.....	56
SECTION 305. REMARKETING OF BONDS.....	59
SECTION 306. PURCHASE OF BONDS; UNDELIVERED BONDS	60

SECTION 307. DELIVERY OF REMARKETED OR PURCHASED BONDS	61
SECTION 308. BONDS PLEDGED TO THE CREDIT FACILITY ISSUER	61
SECTION 309. DRAWINGS ON CREDIT FACILITY	62
SECTION 310. DELIVERY OF PROCEEDS OF SALE.....	62
SECTION 311. LIMITATION ON PURCHASE AND REMARKETING	62
ARTICLE IV FUNDS AND APPLICATION OF PROCEEDS OF BONDS AND REVENUES	63
SECTION 401. ESTABLISHMENT OF FUNDS	63
SECTION 402. APPLICATION OF PROCEEDS OF BONDS	64
SECTION 403. TRANSFERS OF TRUST REVENUES TO FUNDS.....	65
SECTION 404. PROJECT FUND.....	65
SECTION 405. BOND FUND	66
SECTION 406. INSURANCE AND CONDEMNATION FUND	69
SECTION 407. REBATE FUND	71
SECTION 408. THE LETTER OF CREDIT; ALTERNATE CREDIT FACILITIES.....	72
SECTION 409. NON-PRESENTMENT OF BONDS	75
SECTION 410. INVESTMENT OF FUNDS.....	75
SECTION 411. FINAL DISPOSITION OF MONEYS	77
SECTION 412. PERIODIC REPORTS BY TRUSTEE	77
ARTICLE V GENERAL COVENANTS.....	79
SECTION 501. AUTHORITY OF ISSUER; VALIDITY OF INDENTURE AND BONDS	79
SECTION 502. PAYMENT OF PRINCIPAL AND INTEREST	79
SECTION 503. PROCESSING OF TRANSFERS	79
SECTION 504. PERFORMANCE OF COVENANTS; AUTHORITY OF ISSUER	79
SECTION 505. PRIORITY OF LIEN OF INDENTURE.....	79
SECTION 506. INSTRUMENTS OF FURTHER ASSURANCE	79
SECTION 507. INSPECTION OF PROJECT BOOKS.....	80
SECTION 508. NO MODIFICATION OF SECURITY; LIMITATION ON LIENS.....	80
SECTION 509. DAMAGE OR DESTRUCTION.....	80
SECTION 510. CONDEMNATION.....	80
SECTION 511. ACCOUNTS AND AUDITS.....	80
SECTION 512. RECORDATION; FINANCING STATEMENTS.....	81
SECTION 513. COVENANT AGAINST ARBITRAGE BONDS	81
SECTION 514. COVENANT REGARDING ADJUSTMENT OF DEBTS.....	81
SECTION 515. LIMITATION ON OBLIGATIONS OF THE ISSUER.....	81
SECTION 516. AGREEMENT TO PROVIDE INFORMATION; CONTINUING DISCLOSURE	82

ARTICLE VI DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS.....83

SECTION 601. EVENTS OF DEFAULT83

SECTION 602. ACCELERATION.....84

SECTION 603. ENFORCEMENT OF REMEDIES85

SECTION 604. APPOINTMENT OF RECEIVERS86

SECTION 605. RIGHTS OF BONDHOLDERS TO OBLIGATE TRUSTEE TO PROTECT BONDHOLDERS86

SECTION 606. REMEDIES NOT EXCLUSIVE; WAIVER AND NON-WAIVER OF EVENT OF DEFAULT86

SECTION 607. RIGHTS OF BONDHOLDERS TO DIRECT PROCEEDINGS87

SECTION 608. WAIVER BY ISSUER87

SECTION 609. APPLICATION OF MONEYS87

SECTION 610. REMEDIES VESTED IN TRUSTEE89

SECTION 611. RIGHTS AND REMEDIES OF BONDHOLDERS89

SECTION 612. TERMINATION OF PROCEEDINGS89

SECTION 613. WAIVERS OF EVENTS OF DEFAULT90

SECTION 614. NOTICE OF DEFAULTS; OPPORTUNITY TO CURE90

ARTICLE VII THE TRUSTEE.....91

SECTION 701. ACCEPTANCE OF THE TRUSTS91

SECTION 702. FEES, CHARGES AND EXPENSES OF TRUSTEE93

SECTION 703. NOTICE TO BONDHOLDERS OF DEFAULT94

SECTION 704. INTERVENTION BY TRUSTEE.....94

SECTION 705. SUCCESSOR TRUSTEE.....94

SECTION 706. RESIGNATION BY THE TRUSTEE.....94

SECTION 707. REMOVAL OF THE TRUSTEE94

SECTION 708. APPOINTMENT OF SUCCESSOR TRUSTEE BY THE BONDHOLDERS; TEMPORARY TRUSTEE.....95

SECTION 709. CONCERNING ANY SUCCESSOR TRUSTEE95

SECTION 710. TRUSTEE PROTECTED IN RELYING UPON RESOLUTIONS, ETC.96

SECTION 711. SUCCESSOR TRUSTEE AS TRUSTEE, PAYING AGENT AND BOND REGISTRAR.....96

SECTION 712. TRUST MAY BE VESTED IN SEPARATE OR CO-TRUSTEE.....96

SECTION 713. RESERVED.....97

SECTION 714. NEW YORK REAL PROPERTY LAW97

SECTION 715. CONFLICTS OF INTEREST98

SECTION 716. DESIGNATION AND SUCCESSION OF TENDER AGENTS.....102

SECTION 717. QUALIFICATIONS OF TENDER AGENT.....103

SECTION 718. DESIGNATION AND SUCCESSION OF REMARKETING AGENT104

SECTION 719. QUALIFICATIONS OF REMARKETING AGENT104

ARTICLE VIII SUPPLEMENTAL INDENTURES105

SECTION 801. SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF BONDHOLDERS.....	105
SECTION 802. SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF BONDHOLDERS	105
SECTION 803. SUPPLEMENTAL INDENTURES; CONSENT OF CREDIT FACILITY ISSUER	106
SECTION 804. SUPPLEMENTAL INDENTURES; CONSENT OF THE HOSPITAL.....	107
SECTION 805. EFFECT OF SUPPLEMENTAL INDENTURES.....	107
ARTICLE IX AMENDMENT TO LOAN AGREEMENT, CREDIT FACILITY OR OTHER FINANCING DOCUMENTS	108
SECTION 901. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS NOT REQUIRING CONSENT OF BONDHOLDERS	108
SECTION 902. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS REQUIRING CONSENT OF BONDHOLDERS	108
SECTION 903. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS; CONSENT OF CREDIT FACILITY ISSUER.....	109
SECTION 904. AMENDMENTS TO CREDIT FACILITY	109
SECTION 905. AMENDMENTS REQUESTED BY CREDIT FACILITY ISSUER	109
ARTICLE X SATISFACTION AND DISCHARGE OR ASSIGNMENT OF INDENTURE	110
SECTION 1001. SATISFACTION AND DISCHARGE OR ASSIGNMENT OF LIEN.....	110
ARTICLE XI MISCELLANEOUS.....	113
SECTION 1101. CONSENTS AND OTHER INSTRUMENTS OF BONDHOLDERS	113
SECTION 1102. LIMITATION OF RIGHTS	113
SECTION 1103. NOTICES.....	114
SECTION 1104. ADDITIONAL NOTICES TO RATING AGENCY.....	116
SECTION 1105. TRUSTEE AS PAYING AGENT AND BOND REGISTRAR.....	116
SECTION 1106. COUNTERPARTS	116
SECTION 1107. SUCCESSORS AND ASSIGNS.....	116
SECTION 1108. INFORMATION UNDER UNIFORM COMMERCIAL CODE	116
SECTION 1109. APPLICABLE LAW	116
SECTION 1110. DAMAGES.....	116
SECTION 1111. WAIVER OF JURY TRIAL.....	116
SECTION 1112. FORCE MAJURE.....	116

SECTION 1113. NO RECOURSE; SPECIAL OBLIGATION.....117
SCHEDULE I FORM OF SERIES 2017 BOND1
EXHIBIT A FORM OF REQUEST FOR DISBURSEMENT.....1

TRUST INDENTURE

THIS TRUST INDENTURE dated as of October 1, 2017 (the “Indenture”) by and between ESSEX COUNTY CAPITAL RESOURCE CORPORATION, a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “Act”) having an office for the transaction of business located at 7566 Court Street, Elizabethtown, New York (the “Issuer”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association having an office for the transaction of business located at 100 Wall Street, New York, 16th Floor, New York 10005, as trustee (the “Trustee”) for the holders of (A) the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Franklin County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the “Series 2017 Bonds” and the “Initial Bonds”) consisting of the \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the “Series 2017A Bonds”) and (B) any additional bonds issued by the Issuer hereunder (the “Additional Bonds” and, together with the Initial Bonds, the “Bonds”) issued by the Issuer hereunder;

WITNESSETH:

WHEREAS, the Issuer was created, pursuant to and in accordance with the provisions of the Act and established as a not-for-profit local development corporation of the State for the purposes of, among other things, relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding Essex County, New York (the “County”) by attracting new industry to, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, in June, 2016, Adirondack Medical Center (the “Hospital”), a New York not-for-profit corporation, presented an application (the “Application”) to the Issuer, which Application requested that the Issuer consider issuing the Series 2017A Bonds to finance a project for the benefit of the Hospital consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital’s Lake Placid Campus located at 185 Military Road in the Village of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the “Facility”) (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the “Equipment”), and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the “Project” and clauses (i) and (ii) hereinafter collectively referred to as the “Project Facility”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the (Assistant) Secretary of the Issuer (A) caused notice of a public hearing of the Issuer (the "Public Hearing") to hear all persons interested in the Project published on September 4, 2017 in the The Press Republican, a newspaper of general circulation available to residents of the Town of North Elba, New York, (B) conducted the Public Hearing on September 18, 2017, at 1:00 p.m., local time in the offices of the Corporation located at 7566 Court Street, Elizabethtown, New York and (C) prepared a report of the Public Hearing which fairly summarizes the views presented at said public hearing and distributed same to the directors of the Issuer and to the Essex County Board of Supervisors (the "County Board of Supervisors"); and

WHEREAS, by resolution adopted on October 2, 2017, the County Board of Supervisors approved the issuance of the Series 2017A Bonds for purposes of Section 147(f) of the Code; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQRA Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations," and collectively with the SEQRA Act, "SEQRA"), by resolution adopted by the directors of the Issuer on September 18, 2017, the Issuer: (1) reviewed the Application, the Environmental Assessment Form prepared by the Hospital for the Lake Placid/ Town of North Elba Review Board (the "Review Board") and the "Decision-Phase #1(Conditional Site Work Permit), dated June 15, 2016 issued by the Review Board, which decision determined that the Project Facility was an "Unlisted Action" under SEQRA and the subsequent determination of the Review Board on October 5, 2016 that the Review Board's prior SEQRA determination applied to all phases of the Project Facility, together with the minutes of the meeting at which the Review Board rendered its decision; (2) based upon such review, determined that the Project Facility constitutes an "Unlisted Action" under SEQRA and that the Project Facility would not have a "significant adverse environmental impact on the environment" and therefore that an environmental impact statement need not be prepared with respect to the Project Facility; and (3) issued a "negative declaration" with respect to the Project Facility (as such quoted terms are used in SEQRA); and

WHEREAS, by further resolution adopted by the directors of the Issuer on August 31, 2017, the directors of the Issuer agreed, subject to numerous conditions, including satisfaction of the requirements of SEQRA (defined below), to accept the Application and enter into a preliminary agreement relating to the Project Facility; and

WHEREAS, the Issuer will now issue the Initial Bonds for the purpose of financing a portion of the costs of the Project. The Initial Bonds are to be issued under a resolution adopted by the directors of the Issuer on September 18, 2017 (the "Bond Resolution") and this Indenture; and

WHEREAS, prior to the issuance of the Bonds, on October 18, 2016, the Franklin County Civic Development Corporation ("FCCDC") issued its own bonds pursuant to a separate indenture (the "FCCDC Bonds") for the purpose of financing a project for the Hospital in the County of Franklin of the State of New York; and

WHEREAS, pursuant to a bond purchase agreement dated as of October 5, 2017 (the “Bond Purchase Agreement”), Compass Mortgage Corporation, as original purchaser of the Initial Bonds (the “Initial Holder”), will purchase the Initial Bonds and advance the proceeds thereof to the Hospital to pay the costs of the Project, but only upon satisfaction of the requirements for making such disbursement set forth in the Bond Purchase Agreement, this Indenture, and the Loan Agreement (defined herein); and

WHEREAS, simultaneously with the issuance of the Initial Bonds, the Issuer will execute and deliver a loan agreement dated as of October 1, 2017 (the “Loan Agreement”) by and between the Issuer and the Hospital and execute and deliver certain other Financing Documents (hereinafter defined). Pursuant to the terms of the Loan Agreement, (A) the Issuer will agree to loan the proceeds of the sale of the Initial Bonds to the Hospital to pay Costs of the Project, and (B) the Hospital will agree (1) to cause the Project Facility to be undertaken and completed, and (2) to make payments to or upon the order of the Issuer, which payments shall include amounts equal to the debt service payments due on the Initial Bonds; and

WHEREAS, pursuant to a certain master indenture and security agreement dated as of November 1, 2012, by and between the Hospital and U.S. Bank National Association (as successor to Deutsche Bank Trust Company Americas), as master trustee (the “Master Trustee”) and thereafter amended and supplemented by certain Supplemental Indentures thereto, including a Supplemental Master Indenture Number Four dated as of October 1, 2017 (as so supplemented, the “Master Indenture”), the Hospital has granted to the Master Trustee a lien on the Hospital’s Gross Revenues (as defined in the Master Indenture) to secure the Hospital’s obligations under the Master Indenture, including a master note (the “Note”) to be delivered to the Trustee to secure the Hospital’s obligations relating to the Bonds which Note shall be secured on a parity basis with other master notes issued under the Master Indenture; and

WHEREAS, to secure the Initial Bonds, the Issuer will execute and deliver to the Trustee a pledge and assignment dated as of October 1, 2017 (the “Pledge and Assignment”) from the Issuer to the Trustee, which Pledge and Assignment will assign to the Trustee certain of the Issuer’s rights under the Loan Agreement; and

WHEREAS, the Initial Holder, in consideration of, among other things, the express promises of the Hospital set forth in the Bond Purchase Agreement, has agreed to make a loan to the Issuer in the principal amount of not to exceed \$10,500,000, the proceeds of which shall be advanced by the Initial Holder from time to time upon satisfaction of the conditions set forth in the Bond Purchase Agreement and this Indenture, for the purpose of assisting in the financing of the Project and to purchase the Initial Bonds in the principal amount of not to exceed \$10,500,000 evidencing the Issuer’s obligation to repay such principal amount and interest thereon, and the Issuer has agreed to issue, execute and deliver the Initial Bonds, all pursuant to the terms of this Indenture; and

WHEREAS, to demonstrate compliance with the provisions of the Code relating to the issuance of tax-exempt obligations, (A) the Issuer will (1) execute a tax certificate and agreement dated the date of delivery of the Initial Bonds (the “Tax Certificate and Agreement”) relating to certain requirements set forth in Section 148 of the Code, (2) execute a completed Internal Revenue Service (“IRS”) Form 8038 (Information Return for Private Activity Bonds) relating to

the Initial Bonds (an "Information Return") pursuant to Section 149(e) of the Code, and (3) file the Information Return with the IRS, (B) the Hospital will execute the Tax Certificate and Agreement relating to the requirements in Sections 145, 146, 147, 148 and 149 of the Code and (C) the Initial Holder will execute an issue price letter confirming the issue price of the Initial Bonds for purposes of Section 148 of the Code; and

WHEREAS, the Trustee has the power to enter into this Indenture and to execute the trusts hereby created and in evidence thereof has joined in the execution hereof; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Initial Bonds under the Act as herein provided have been in all respects approved and duly and validly authorized by the Bond Resolution; and

WHEREAS, the Issuer deems it appropriate and necessary that the proceeds of the sale of the Initial Bonds shall be deposited with the Trustee as required by and upon satisfaction of the requirements set forth in the Bond Purchase Agreement, and that, upon satisfaction of the requirements set forth herein and in the Loan Agreement, the Trustee as directed in writing shall disburse such proceeds to pay the Costs of the Project (as hereinafter defined); and

WHEREAS, the Bonds shall be payable solely from the Trust Revenues (as hereinafter defined), which include, without limitation, payments made by the Hospital under the Loan Agreement; and

WHEREAS, the Issuer, by the terms of this Indenture and as security for the Bonds, will grant the Trustee a first priority security interest in the Trust Revenues; and

WHEREAS, during a Bank Loan Rate Period applicable to a Series of Bonds, the Bonds bearing interest at the Bank Loan Rate will not be subject to any credit enhancement; provided, however, if at the expiration of the Bank Loan Rate Period such Series of Bonds are remarketed to another Bondholder other than the Initial Holder or if the Issuer upon the direction of the Hospital exercises its option to convert such Series of Bonds from the Bank Loan Rate to another Interest Rate Mode, a Letter of Credit may be required to be delivered to the Trustee for the benefit of the Bondholders and issued pursuant to the terms of this Indenture; and

WHEREAS, the Initial Bonds and the Trustee's certificate of authentication to be endorsed on the Initial Bonds are to be in substantially the forms attached hereto as Schedule I, and made a part hereof, as the case may be, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of and Lien (as hereinafter defined) on the Trust Revenues herein pledged to the payment of the Bonds, have been done and performed, and the creation, execution and delivery of this Indenture, and the execution and issuance of the Initial Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THE PARTIES FURTHER DECLARE:

GRANTING CLAUSES

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure in the following order of priority, first, the payment of Debt Service Payments on, and the purchase price of, the Bonds according to their true intent and meaning, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and second, the payment to any future Bank and performance by the Hospital of its reimbursement and other obligations under a related Reimbursement Agreement, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Bondholders and for other good and valuable consideration, the receipt of which is acknowledged, the Issuer has executed and delivered this Indenture and does hereby unto the Trustee and its successors and assigns, for the benefit of the holders and all future holders of the Bonds, GRANT A SECURITY INTEREST IN, PLEDGE AND ASSIGN the following (hereinafter referred to as the "Trust Estate"):

I

All right, title and interest of the Issuer in and to the Trust Revenues, including any payment made by a Bank pursuant to a Letter of Credit;

II

Any and all moneys and securities from time to time held by the Trustee under the terms of this Indenture, except (A) moneys on deposit in the Credit Facility Account, the Redemption Premium Account and the Remarketing Proceeds Account of the Bond Fund and all moneys and investments therein (including without limitation the proceeds of a Credit Facility) deposited with or paid to the Trustee for the redemption of Bonds, notice of which has been duly given, or for the purchase of Tendered Bonds (as hereinafter defined) pursuant to this Indenture, and (B) moneys on deposit in the Rebate Fund (as hereinafter defined);

III

Any and all other Property (as hereinafter defined) of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee;

This Indenture is also intended to constitute a security agreement under the Uniform Commercial Code of the State so that the Trustee shall have and may enforce a security interest, to secure payment of all sums due or to become due under the Bonds and this Indenture, in so much of the Property (as hereinafter defined) described in Granting Clauses I through III above

as may be made subject to such a security interest, including the moneys held by the Trustee hereunder, such security interest to attach at the earliest moment permitted by law and also to include and attach to all additions and accessions thereto, all substitutions and replacements therefor and all proceeds and products thereof and proceeds of proceeds, and all other contract rights and general intangibles of the Issuer (except the Unassigned Rights, as hereinafter defined) obtained in connection with or relating to the Project, as well as any and all items of property in the foregoing classifications which are hereafter acquired;

SUBJECT, HOWEVER, to Permitted Encumbrances (as hereinafter defined);

EXCEPTING THEREFROM, the Unassigned Rights (as hereinafter defined);

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby pledged and assigned, or agreed or intended so to be, unto the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, and subject to the provisions hereof, (A) except as provided otherwise herein, first, for the equal and proportionate benefit, security and protection of all present and future Bondholders of the Bonds issued or to be issued under and secured by this Indenture, (B) for the enforcement of the payment of the Debt Service Payments on the Bonds, when payable, according to the true intent and meaning thereof and of this Indenture, and (C) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under this Indenture and shall be secured equally and ratably hereby, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value; and second, for the benefit and security of a Bank with respect to the Hospital's obligations under a Reimbursement Agreement; provided, however, that such Bank shall have no right to take any action, other than provided in Article X hereof, to enforce its rights or interest in the Trust Estate prior to the payment of all Debt Service Payments on the Bonds;

PROVIDED, HOWEVER, that (A) if the principal of the Bonds and the interest due or to become due thereon together with any premium required by redemption of any of the Bonds prior to maturity shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the outstanding Bonds shall have been paid and discharged in accordance with Article X hereof, and (B) if all of the covenants, agreements, obligations, terms and conditions of the Issuer under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee, the Bond Registrar, the Paying Agents and the Authenticating Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof, and (C) if the Hospital shall pay and perform or cause to be paid and performed all of its reimbursement and other obligations under a Reimbursement Agreement, then, upon such final payments and subject to the provisions

of Article X hereof, this Indenture and the Lien upon the Property described in Granting Clauses I through III above and the pledge of the Trust Revenues and the rights assigned and security interests granted hereby shall cease, determine and be void (except as provided in Section 1001(G) hereof with respect to the survival of certain provisions hereof and except for the interests absolutely assigned in the Credit Facility Account, the Redemption Premium Account and the Remarketing Proceeds Account of the Bond Fund), and thereupon the Trustee shall execute and deliver to the Person (as hereinafter defined) or Persons designated in Article X such instruments in writing as shall be requisite to satisfy the Lien hereof upon the Property described in Granting Clauses I through III above, and convey to the Person or Persons designated in Article X the moneys and other Property, if any, then held by the Trustee, except moneys held by the Trustee for the payment of interest on, premium, if any, and principal of the Bonds and except as expressly provided in this Indenture; otherwise, this Indenture shall be and remain in full force and effect, upon the trusts and subject to the covenants and conditions hereinafter set forth.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the Lien on all of the Property described in Granting Clauses I through III above and all Trust Revenues, including without limitation the revenues, receipts and other moneys hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer hereby agrees and covenants with the Trustee and with the respective holders and owners, from time to time, of the Bonds, as follows:

[Balance of page left blank]

ARTICLE I

DEFINITIONS

SECTION 101. DEFINITIONS. The following words and terms used in this Indenture shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Accountant” means an independent certified public accountant or a firm of independent certified public accountants selected by the Hospital and acceptable to the Bank (or the Initial Holder during the Bank Loan Rate Period).

“Act” means Section 1411 of the Not-for-Profit Corporation Law of the State, as amended from time to time.

“Additional Bonds” means any bonds issued by the Issuer pursuant to Section 214 hereof.

“Additional Facility” means any additional property financed with the proceeds of Additional Bonds.

“Adjustment Certificate” shall have the meaning assigned thereto in Section 215(C)(2) hereof.

“Affiliate” of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity and “control”, when used with respect to any specified entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Alternate Credit Facility” means any direct pay letter of credit or other credit enhancement or support facility that has terms which are the same in all material respects (except for the term and maximum interest rate but including coverage of accrued interest on a Series of the Bonds for 50 days (or such lesser amount as may be required by the Rating Service) if such Bonds bear interest at the Weekly Rate or for 210 days (or such lesser amount as may be required by the Rating Service) if such Bonds bear interest at the Semi-Annual Rate or the Long-Term Rate) as the then current Credit Facility and (A) shall have a term of not less than one year, (except if the Long-Term Rate shall then be in effect, the term of such Alternate Credit Facility shall not expire prior to (a) the first par redemption date plus 15 days or (b) the first redemption date plus 15 days if the Alternate Credit Facility covers the redemption premium) (B) shall be issued by a bank, a trust company or other financial institution or credit provider, and (C) with respect to which the Trustee shall have received the opinions required by Section 408(F) hereof.

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary,

which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof, including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Authenticating Agent” means the Trustee and any agent so designated in and appointed pursuant to Section 204 hereof.

“Authorized Investments” means any of the following: (A) Government Obligations; (B) obligations issued or guaranteed by any state or political subdivision thereof rated A or higher by Moody’s and by S&P; (C) open market commercial or finance paper of any corporation having a net worth in excess of \$100,000,000 and which is rated either P-1 or A-1 or an equivalent by Moody’s and S&P; (D) bankers’ acceptances of, or certificates of deposit issued by, or time deposits or other banking arrangements (including money market funds or mutual funds) with the Initial Holder, a Credit Facility Issuer or the Trustee with a rating of investment grade at all times by a Rating Service; (E) investments due within 12 months in certificates of deposit issued by, or bankers’ acceptances of, the Trustee or its affiliates, or of banks or trust companies organized under the laws of the United States of America or any state thereof, which must have a reported capital and surplus of at least \$25,000,000 in dollars of the United States of America; (F) bank repurchase agreements, including the Trustee’s or its affiliate’s, fully secured by obligations of the type described in (A) above; (G) variable rate demand securities redeemable within 7 days or able to be tendered for remarketing or purchase upon no more than 7 days’ notice and secured by a credit facility issued by a financial institution, which financial institution (or its corporate parent) maintains a long term debt rating assigned by Moody’s and S&P which is not lower than the third highest long term debt category (without regard to numerical or other modifiers assigned within the category) by either Rating Service, or by both Rating Services, if rated by both Rating Services; and (H) shares of any so called “money market mutual fund”, including any “money market mutual fund” which the Trustee or any of its affiliates provide services for a fee, whether as an investment advisor, custodian, transfer agent, registrar, sponsor, distributor, manager or otherwise, which invests solely in obligations described in items (A) through (G) above; and further provided that any such investment or deposit is not prohibited by law.

“Authorized Representative” means the Person or Persons at the time designated to act on behalf of the Issuer, the Bank or the Hospital, as the case may be, by written certificate furnished to the Issuer, the Hospital, the Bank and the Trustee containing the specimen signature of each such Person and signed on behalf of (A) the Issuer by its Chief Executive Officer, Chairman or Vice Chairman, or such other person as may be authorized by resolution of the directors of the Issuer to act on behalf of the Issuer, (B) the Bank by a Vice President or an Assistant Vice President, or such other person as may be authorized by the board of directors of the Bank to act on behalf of the Bank, and (C) the Hospital by its Chief Executive Officer, President or any Vice President, or such other person as may be authorized by the board of directors or trustees of the Hospital to act on behalf of the Hospital.

“Available Moneys” means, with respect to any date, (A) funds which (1) have been paid to the Trustee by the Issuer, the Hospital, any Affiliate of the Hospital or any Insider of any of the foregoing and deposited into and held in a separate and segregated subaccount or subaccounts in the Redemption Premium Account of the Bond Fund in which no moneys not deposited on the same date were at any time held, (2) have been on deposit in the Redemption Premium Account of the Bond Fund for a period of at least one hundred twenty-three (123) consecutive days prior to such date, during and prior to which period no Event of Bankruptcy has occurred and (3) are represented by cash or its equivalent as of such date; (B) moneys drawn under the Letter of Credit and deposited directly into the Credit Facility Account of the Bond Fund; (C) the proceeds deposited directly into the Defeasance Account of the Bond Fund from the sale of refunding obligations other than, directly or indirectly, to the Issuer, the Hospital, any Affiliate of the Hospital or any Insider of any of them or any entity who at the time of the purchase of the Bonds, is a secured creditor of the Hospital; (D) proceeds deposited directly into the Remarketing Proceeds Account of the Bond Fund from the marketing or remarketing of Bonds to any purchaser other than, directly or indirectly, the Hospital, the Issuer, any Affiliate of the Hospital or any Insider of any of them or any entity who at the time of the purchase of the Bonds, is a secured creditor of the Hospital; (E) proceeds from investment of the foregoing, provided such proceeds are retained in the account in which they were earned; and (F) any other funds or payments so long as, in the opinion of reputable bankruptcy counsel, such payments will not constitute an avoidable preference under the standards set forth in the Bankruptcy Code.

“Average Principal” means the simple average of (i) the principal balance of the Series 2017A Bonds on the Prepayment Date, and (ii) the principal balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the Series 2017A Bonds (plus any accrued and unpaid fees or other sums owed under the loan documents).

“AYD” means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Closing Date, for a maturity that is the same as the term of the Series 2017A Bonds at the Closing Date (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the Series 2017A Bonds at the Closing Date, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the Series 2017A Bonds at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the Series 2017A Bonds on the Prepayment Date. If the H.15 Report is not available for any day, then the HFI.15 Report for the immediately preceding day on which yields were last reported will be used.

“Bank” means the Credit Facility Issuer, if any.

“Bank Documents” means any Letter of Credit, Reimbursement Agreement, Bank Security Agreement, Bond Pledge Agreement, Swap Agreement and any other document now or hereafter executed by the Issuer or the Hospital in favor of a Bank which affects the rights of such Bank in or to the Project Facility, in whole or in part, or which secures or guarantees any sum due under any Bank Document.

“Bank Loan Rate” means, subject to Sections 209(C)(3)(a) and 215, during the Bank Loan Rate Period for the Series 2017A Bonds, a fixed rate of interest equal to 2.91% (which rate shall be a Tax-Exempt Rate).

“Bank Loan Rate Expiration Date” means, subject to extension by the mutual agreement of the Initial Holder and the Hospital, (i) for the Series 2017A Bonds, October 1, 2027, or (ii) the Purchase Date.

“Bank Loan Rate Period” means that period during which the Initial Bonds bear interest at the Bank Loan Rate, beginning on, and including, the date of issuance of the Initial Bonds, and ending on, and including the day next preceding the date the Initial Bonds are redeemed, the Bank Loan Rate Expiration Date or the Maturity Date of the Initial Bonds.

“Bank Security Agreement” means any security agreement from the Hospital and the Issuer to a Bank granting such Bank a Lien on the Project Facility and certain other assets of the Hospital as additional security for the obligations of the Hospital to the Bank pursuant to a Reimbursement Agreement, as said security agreement may be amended to supplemented from time to time.

“Bankruptcy Code” means Title 11 of the United States Code, as it is amended from time to time.

“Beneficial Owner” or “Owner” means, with respect to the Bonds, a Person owning a Beneficial Ownership Interest therein, as evidenced to the satisfaction of the Trustee.

“Beneficial Ownership Interest” means the beneficial right to receive payments and notices with respect to the Bonds which are held by the Depository under a book entry system.

“Bond” or “Bonds” means, collectively, (A) the Initial Bonds and (B) any Additional Bonds.

“Bond Counsel” means the law firm of Squire Patton Boggs (US) LLP, New York, New York or such other attorney or firm of attorneys located in the State whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and who are acceptable to the Issuer.

“Bond Fund” means the fund so designated established pursuant to Section 401(A)(2) hereof.

“Bond Payment Date” means each Interest Payment Date and each date on which principal, interest or premium, if any, shall be payable on the Bonds according to their terms and the Indenture, including without limitation, scheduled mandatory redemption dates, unscheduled mandatory redemption dates, optional redemption dates and Stated Maturity, so long as any Bonds shall be Outstanding.

“Bond Pledge Agreement” means any bond pledge agreement by and between the Hospital and any Bank or Substitute Bank, as amended or supplemented from time to time.

“Bond Proceeds” means (A) with respect to the Initial Bonds, the aggregate amount paid to the Trustee by the initial purchasers of the Initial Bonds as the purchase price for the Initial Bonds and (B) with respect to any Additional Bonds, the amount paid to the Issuer by the initial purchasers of the Additional Bonds as the purchase price for the Additional Bonds.

“Bond Purchase Agreement” means the bond purchase agreement dated October 1, 2017 by and among the Issuer, the Hospital, and the Initial Holder, setting forth, among other things, the terms and conditions under which the Initial Bonds will be purchased, as amended or supplemented from time to time.

“Bond Rate” means with respect to any Bond, the applicable rate of interest on such Bond, as set forth in such Bond.

“Bond Register” means the register maintained by the Bond Registrar in which, subject to such reasonable regulations as it, the Trustee or the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers of the Bonds.

“Bond Registrar” means the Trustee, acting in its capacity as bond registrar under the Indenture, and its successors and assigns as bond registrar under the Indenture.

“Bond Resolution” means the resolution of the directors of the Issuer duly adopted on September 18, 2017, authorizing the Issuer to undertake the Project, to issue and sell the Initial Bonds and to execute and deliver the Financing Documents to which the Issuer is a party.

“Bond Year” means each one (1) year period ending on the anniversary of the Closing Date, or such other annual period provided for the computation of arbitrage rebate selected by the Hospital in the manner allowed under Section 148 of the Code.

“Bondholder” or “Holder” or “Owner of the Bonds” means the registered owner of any Bond as indicated on the bond register maintained by the Bond Registrar, other than the registered owner of any Bond which has been purchased pursuant to Section 304 hereof and not surrendered for payment of the Purchase Price thereof.

“Book Entry Bonds” means the Bonds held in Book Entry Form, with respect to which the provisions of Section 213 hereof shall apply.

“Book Entry Form” or “Book Entry System” means, with respect to the Bonds, a form or system, as applicable, under which (A) the Beneficial Ownership Interests may be transferred only through a book entry and (B) physical Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Bondholder, with the physical Bond certificates “immobilized” in the custody of the Depository. The Book Entry System maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Issuer or the Trustee is the record that identifies, and records the transfer of the interests of, the owners of book entry interests in the Bonds.

“Business Day” means any day other than (A) a Saturday or Sunday, (B) a day on which the New York Stock Exchange is closed or (C) any day on which banks located in the city in which the principal corporate trust office of the Trustee is located, or city in which the office of

the Credit Facility Issuer at which demands for payment are to be presented is located are required or authorized by applicable law to remain closed.

“Certificate of Authentication” means the certificate of authentication in substantially the form attached to the forms of the Initial Bonds attached as Schedule I to this Indenture.

“Change in Law” shall have the meaning ascribed to it in 215(B)(1) hereof.

“Closing Date” means (A) with respect to the Initial Bonds, the date on which authenticated Initial Bonds are delivered to or upon the order of the Initial Holder and payment is received therefor by the Trustee on behalf of the Issuer, and (B) with respect to any Additional Bonds, the date on which such Additional Bonds are authenticated and delivered to the purchaser thereof and payment therefor is received by the Trustee on behalf of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of said Code, and the applicable regulations (whether proposed, temporary or final) of the United States Treasury Department promulgated under said Code and the statutory predecessor of said Code, and any official rulings and judicial determinations under the foregoing applicable to the Bonds.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“Commitment” means the commitment letter from the Initial Holder to the Hospital dated May 27, 2016 with respect to the making of the loan contemplated by, and the purchase of the Initial Bonds to evidence such loan, pursuant to the Bond Purchase Agreement.

“Construction Account” means the Construction Account within the Project Fund which is established by Section 401 hereof.

“Continuing Covenants Agreement” means the continuing covenants agreement dated October 5, 2017 by and between the Hospital and the Initial Holder, as amended or supplemented from time to time.

“Continuing Disclosure Agreement” means, if required by Section 516 hereof, the continuing disclosure agreement by and between the Hospital and the Trustee, as said continuing disclosure agreement may be amended or supplemented from time to time.

“Conversion” means (A) any conversion from time to time, in accordance with the terms hereof, of the Bonds from one Interest Rate Mode to another Interest Rate Mode and (B) the end of any Long-Term Rate Period.

“Conversion Date” means the first date any Conversion becomes effective.

“Corporate Federal Income Tax Factor” shall mean the highest marginal income tax rate assessed against the income of corporations under the Code.

“Costs of the Project” means all those costs and items of expense enumerated in Section 4.3 of the Loan Agreement.

“Credit Facility” means a Letter of Credit or any Alternate Credit Facility, if any, delivered to the Trustee pursuant to the provisions hereof.

“Credit Facility Account” means the special account so named established within the Bond Fund pursuant to Section 401(A)(2)(a) hereof.

“Credit Facility Issuer” means, in the event the Bonds are secured by a Credit Facility or an Alternate Credit Facility, the institution issuing such Credit Facility or Alternate Credit Facility.

“Days Remaining” means the number of days from the Prepayment Date through the maturity date of the Series 2017A Bonds.

“Debt Service Payment” means, with respect to any Bond Payment Date, (A) the interest payable on the Bonds on such Bond Payment Date, plus (B) the principal, if any, payable on the Bonds on such Bond Payment Date, plus (C) the premium, if any, payable on the Bonds on such Bond Payment Date, plus (D) the Purchase Price, if any, payable on the Bonds on such Bond Payment Date.

“Default Interest Rate” means (A), when used with respect to the Bonds, the Bond Rate then payable on the Bonds plus 3%, and (B) when used with respect to any other Financing Document, a per annum rate of interest equal to the greater on a daily basis of (1) the Bond Rate then payable on the Bonds plus 3%, or (2) 3% plus the National Prime Rate; provided, however, that such interest rate shall in no event exceed the maximum interest rate which the Hospital may by law pay.

“Defaulted Interest” shall have the meaning ascribed to such term in Section 207(C) hereof.

“Defeasance Account” means the Defeasance Account within the Bond Fund which is established by Section 401 hereof.

“Depository” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State, or its nominee, or any other securities depository designated in any supplemental resolution of the Issuer to serve as securities depository for the Bonds that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a Book Entry System to record ownership of book entry interests in Bonds, and to effect transfers of book entry interests in Book Entry Bonds.

“Direct Participant” means a Participant as defined in the Letter of Representations.

“Equipment” means all materials, machinery, equipment, fixtures or furnishings intended to be acquired with the proceeds of the Bonds or any payment made by the Hospital in the event that the proceeds of the Bonds are not sufficient to pay in full all costs of acquiring, renovating

and installing the Project Facility, and such substitutions and replacements therefor as may be made from time to time.

“Event of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceedings) by or against the Issuer, the Hospital, any Affiliate of the Hospital or any Insider of any of them as debtor, under any applicable bankruptcy, reorganization, insolvency or other similar law as now or hereafter in effect applicable to the Issuer, the Hospital, any Affiliate of the Issuer, the Hospital or of any Insider of any of them.

“Event of Default” means (A) with respect to the Indenture, any of those events defined as an Event of Default by the terms of Article VI hereof, (B) with respect to the Loan Agreement, any of those events defined as an Event of Default by the terms of Article X of the Loan Agreement, and (C) with respect to any other Financing Document, any of those events defined as an Event of Default by the terms thereof.

“Event of Taxability” means, with respect to any Tax-Exempt Bond, (A) the enactment of a statute or promulgation of a regulation eliminating, in whole or in part, the applicable exclusion, as such exists on the Closing Date, from gross income for federal income tax purposes for interest payable under the Bond, or (B) a “final determination by decision or ruling by a duly constituted administrative authority” to the effect that such exclusion for interest payable under such Tax-Exempt Bond is not available, is no longer available or is contrary to law, or (C) the expiration of the right to further administrative review of any determination, decision or ruling to the effect that such exclusion for interest payable under the Bonds is not available, is no longer available or is contrary to law, or (D) receipt by the Trustee of a written opinion of Bond Counsel that there is no longer a basis for the holders of the Bonds (or any former holder, other than a holder who is or was a “substantial user” of the Project Facility or a Related Person thereto) to claim that any interest paid and payable on such Tax-Exempt Bond is excludable from gross income for federal income tax purposes.

The phrase “Event of Taxability” does not mean or include consideration of the interest payable on the Bonds for purposes of calculating the interest expense which may be deducted by a bank or other financial institution.

For the purposes of paragraph (B) above, a “final determination by decision or ruling by a duly constituted administrative authority” shall mean (1) the issuance of a ruling (including, but not limited to, a revenue ruling or a letter ruling) by the IRS or any successor thereto, or (2) the issuance of a preliminary notice of proposed deficiency (“30-Day Letter”), a statutory notice of deficiency (“90-Day Letter”), or other written order or directive of similar force and effect by the IRS, or any other United States Governmental Authority having jurisdiction therein.

Nothing in this definition of “Event of Taxability” shall be construed to mean that the Initial Holder or any other holder of the Bond shall have any obligation to contest or appeal any assertion or decision that any interest payable under on a Tax-Exempt Bond is subject to taxation.

Notwithstanding the foregoing, in no event shall the imposition of an alternative minimum tax or preference tax or environmental tax or branch profits tax on the Initial Holder or any other holder of the Bonds, in the calculation of which is included the interest on the Bond, be considered an Event of Taxability.

“Excess Earnings” means an amount equal to the sum of (A) plus (B), where (A) is the excess of (1) the aggregate amount earned from the date of issuance of the Initial Bonds on all nonpurpose investments in which gross proceeds of the Bonds are invested (other than investments attributable to an excess described in this clause (1)), over (2) the amount that would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in clause (1)) had been invested at a rate equal to the yield on the Bonds; and (B) is any income attributable to the excess described in clause (1) of this definition. The sum of (A) plus (B) shall be determined in accordance with Section 148(f) of the Code. As used herein, the terms “gross proceeds”, “nonpurpose investments” and “yield” have the meanings assigned to them for purposes of Section 148 of the Code.

“Excess Interest” shall have the meaning assigned thereto in Section 215(D) hereof.

“Extraordinary Services” and “Extraordinary Expenses” means all reasonable services rendered and all reasonable expenses incurred by the Trustee or any paying agent under the Indenture, other than Ordinary Services and Ordinary Expenses, including, but not limited to, reasonable attorney’s fees and any services rendered and any expenses incurred with respect to an Event of Default or with respect to the occurrence of an event which upon the giving of notice or the passage of time would ripen into an Event of Default under any of the Financing Documents.

“Financial Institution” means (A) any national bank, banking corporation, trust company or other banking institution, whether acting in its individual or fiduciary capacity, organized under the laws of the United States, any state, any territory or the District of Columbia, the business of which is substantially confined to banking and is supervised by the Comptroller of the Currency or a comparable state or territorial official or agency; (B) an insurance company whose primary and predominant business activity is the writing of insurance or the reinsuring of risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state, a territory or the District of Columbia; (C) an investment company registered under the Investment Company Act of 1940 or a business development company as described in Section 2(a)(48) of that Act; (D) an employee benefit plan, including an individual retirement account, which is subject to the provisions of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company or registered investment company; or (E) institutional investors or other entities who customarily purchase commercial paper or tax-exempt securities in large denominations.

“Financing Documents” means the Bonds, the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Continuing Covenants Agreement, the Master Indenture, the Note, the Pledge and Assignment, the Tax Documents, the Bank Documents (if any), the Remarketing Agreement and any other document now or hereafter executed by the Issuer, the Hospital, or a Bank in favor of the Bondholders, the Trustee or a Bank which affects the rights of the

Bondholders, the Trustee or a Bank in or to the Project Facility, in whole or in part, or which secures or guarantees any sum due under the Bonds or any other Financing Document, each as amended from time to time, and all documents related thereto and executed in connection therewith.

“Governmental Obligations” means (A) direct obligations of the United States of America, (B) obligations unconditionally guaranteed by the United States of America and (C) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (A) or (B).

“Governmental Authority” means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance claim or Condemnation award.

“H.15 Report” means the Federal Reserve Board’s Statistical Release H.15, “Selected Interest Rates”. Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board’s website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, Initial Holder may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

“Hazardous Materials” means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in or regulated under or defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

“Hospital” means Adirondack Medical Center, a not-for-profit corporation organized and existing under the laws of the State, and its successors and assigns:

“Immediate Notice” means notice transmitted through a time-sharing terminal, if operative as between any two parties, or if not operative, in writing (or other customary means of communication providing evidence of delivery) or by telephone (promptly confirmed in writing).

“Indebtedness” means (A) the payment of the Debt Service Payments on the Bonds according to their tenor and effect, (B) all other payments due from the Issuer or the Hospital to the Trustee or a Bank pursuant to the Loan Agreement or any other Financing Document, (C) the performance and observance by the Issuer and the Hospital of all of the covenants, agreements, representations and warranties made for the benefit of the Trustee or a Bank pursuant to the Loan

Agreement or any other Financing Document, (D) the monetary obligations of the Hospital to the Issuer and its directors, officers, agents, servants and employees under the Loan Agreement and the other Financing Documents, and (E) all interest accrued on any of the foregoing.

“Indenture” means the trust indenture dated as of October 1, 2017 by and between the Issuer and the Trustee, as said trust indenture may be amended or supplemented from time to time.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and not a full-time employee of the Hospital or the Issuer.

“Indirect Participant” means a Person utilizing the book entry system of the Depository by, directly or indirectly, clearing through or maintaining a custodial relationship with a Direct Participant.

“Inducement Date” means August 31, 2017.

“Initial Bonds” means the Series 2017A Bonds issued pursuant to the Bond Resolution and Article II hereof and purchased by the Initial Holder pursuant to the provisions of the Bond Purchase Agreement, and any Bonds issued in exchange or substitution thereof.

“Initial Holder” means Compass Mortgage Corporation as the initial purchaser of the Bonds bearing interest at the Bank Loan Rate, and its successors and assigns during the Bank Loan Rate Period.

“Insider” means any entity referred to or described in accordance with the standards set forth in Section 101(31) of the Bankruptcy Code, assuming for this purpose that the Issuer, the Hospital, or any Affiliate of any of them, as applicable, is a debtor, and any limited partner or limited liability company director thereof.

“Insurance and Condemnation Fund” means the fund so designated established pursuant to Section 401(A)(3) hereof.

“Interest Payment Date” means, (A) with respect to any Additional Bonds, the Interest Payment Dates on said Additional Bonds, as established pursuant to the supplemental Indenture authorizing issuance of said Additional Bonds, and (B) with respect to the Initial Bonds, (1) while the Initial Bonds bear interest at the Bank Loan Rate, the first Business Day of each calendar month commencing November 1, 2017, (2) while the Initial Bonds bear interest at the Weekly Rate, the first Business Day of each calendar month, and (3) while the Initial Bonds bear interest at the Semi-Annual Rate or the Long-Term Rate, March 1 and September 1 of each year.

“Interest Period” means, for all Bonds, the period from and including each Interest Payment Date to and including the day next preceding the next Interest Payment Date. The first Interest Period for the Initial Bonds shall begin on (and include) the date of the initial delivery of the Initial Bonds with respect to the Bond Proceeds advanced on such date pursuant to the Bond Purchase Agreement and shall begin on (and include) the respective date that additional Bond

Proceeds are advanced in accordance with Section 215(A) hereof. The final Interest Period for a Bond shall end on the Maturity Date (or redemption date) for such Bond.

“Interest Rate Mode” means the Bank Loan Rate, the Weekly Rate, the Semi-Annual Rate or the Long-Term Rate.

“Issuer” means (A) the Essex County Capital Resource Corporation and its successors and assigns, and (B) any local development corporation or other corporation resulting from or surviving any consolidation or merger to which Essex County Capital Resource Corporation or its successors or assigns may be a party.

“Late Fee” shall have the meaning assigned thereto in Section 215(B)(4) hereof.

“Letter of Credit” means any irrevocable transferable direct-pay letter of credit issued by a Bank in favor of the Trustee pursuant to a Reimbursement Agreement as security for one or more Series of the Bonds, in a maximum amount (which shall decline at fixed intervals) with respect to an applicable Series equal to a sum representing the aggregate of (A) the principal of such Series of the Bonds Outstanding, plus (B) 50 days’ interest (or such lesser amount as may be required by the Rating Service) on all such Outstanding Bonds during the Weekly Rate (computed at an assumed interest rate of 12%) or 210 days interest (or such lesser amount as may be required by the Rating Service) on all such Outstanding Bonds during the Semi-Annual or Long-Term Rate on the basis of a 360-day year.

“Letter of Representations” shall mean the blanket letter of representations between the Issuer and the Depository.

“LIBOR” shall mean as of each monthly date of determination (the “LIBOR Rate Interest Period”), a rate per annum (based on a year of 360 days and actual days elapsed) equal to the rate per annum obtained by dividing (a) the London Interbank Offered Rate, as determined by the ICE Benchmark Administration Limited (ICE) (or any successor or replacement therefore) for the applicable Interest Period as obtained by Initial Holder from Reuter’s, Bloomberg or another commercially reliable source, two (2) Business Days before the beginning of each Interest Period (or if no such rate is stated on that date, the rate stated on the day most immediately preceding the date of determination on which a rate was stated), as adjusted from time to time in Initial Holder’s sole discretion for then-applicable reserve requirements, deposit insurance assessment rates and other regulatory costs, by (b) a number equal to 1.00 minus the LIBOR Reserve Percentage. LIBOR shall be calculated in accordance with the foregoing whether or not Initial Holder is actually required to hold reserves in connection with its Eurocurrency funding or, if required to hold such reserves, whether or not it is required to hold reserves at the “LIBOR Reserve Percentage”. If more than one rate is stated by the source Initial Holder uses to obtain the applicable rate for the applicable Interest Period, the applicable rate shall be the arithmetic mean of all stated rates for that Interest Period. Notwithstanding the foregoing, LIBOR shall not in any event be less than zero percent (0.00%).

“LIBOR Reserve Percentage” for any day shall mean the percentage, as determined in good faith by Initial Holder, which is in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) representing the maximum reserve

requirement (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to Eurocurrency funding (currently referred to as “Eurocurrency liabilities”) of a member bank in such Federal Reserve System.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Lien Law” means the Lien Law of the State.

“Loan Agreement” means the loan agreement dated as of October 1, 2017 by and between the Issuer and the Hospital, as said loan agreement may be amended or supplemented from time to time.

“Long-Term Rate” means the Interest Rate Mode for Bonds in which the interest rate on the Bonds is determined as the Long-Term Rate in accordance with Section 209(C)(3) hereof.

“Long-Term Rate Period” means any period beginning on, and including, the Conversion Date to the Long-Term Rate and ending on, and including, the day preceding the Interest Payment Date selected by the Hospital in accordance with the requirements of Section 209(F) hereof and each period of the same duration (or as close as possible) ending on the day preceding an Interest Payment Date thereafter until the earliest of the day preceding the change to a different Long-Term Rate Period, the Conversion to a different Interest Rate Mode or the maturity of the Bonds.

“Mandatory Tender” means the mandatory tender of Bonds by the owner thereof upon (A) a Conversion pursuant to Section 209 hereof, or (B) the delivery by the Hospital of an Alternate Credit Facility pursuant to Section 304 hereof.

“Master Indenture” shall have the meaning ascribed to such term in the recitals hereof.

“Maturity Date” means, with respect to any Bond, the final Stated Maturity of the principal of such Bond.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, 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, with the consent of the Hospital.

“National Prime Rate” means a per annum rate of interest equal to the highest “prime rate” of interest quoted, from time to time, in the Money Rates column of the Wall Street Journal as the “base rate on corporate loans at large U.S. money center commercial banks”, provided, however, that in the event that the Wall Street Journal does not publish the National Prime Rate, the National Prime Rate shall be the per annum rate of interest quoted as the “Bank Prime Loan Rate” for “this week” in Statistical Release H.15 (519) published from time to time by the Board of Governors of the Federal Reserve System calculated on actual days elapsed in a year of 360 days, such rate to be adjusted each Business Day based on the National Prime Rate as reported for the previous Business Day. Any provisions to the contrary notwithstanding, in no event shall the National Prime Rate be established beyond the maximum rate allowed by law.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees) incurred in obtaining such Gross Proceeds.

“Non-Qualifying Alternate Credit Facility” means an Alternate Credit Facility which is not a Qualifying Alternate Credit Facility.

“Office of the Trustee” means the corporate trust office of the Trustee specified in Section 1103 hereof, or such other address as the Trustee shall designate pursuant to Section 1103 hereof.

“Officer’s Certificate” means a certificate signed by the President or a Vice President of the Hospital or such other person designated in writing by the President of the Hospital, or by resolution of the Board of the Hospital.

“Ordinary Services” and “Ordinary Expenses” means those reasonable services normally rendered with those reasonable expenses, including reasonable attorneys’ fees, normally incurred by a trustee or a paying agent, as the case may be, under instruments similar to the Indenture.

“Outstanding” means, when used with reference to the Bonds as of any date, all Bonds which have been duly authenticated and delivered by the Trustee under the Indenture, except:

(A) Bonds theretofore canceled or deemed cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(B) Bonds for the payment or redemption of which moneys or Government Obligations shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(C) Bonds in lieu of or in substitution for which other Bonds have been authenticated and delivered under the Indenture.

In determining whether the owners of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or

waiver under the provisions hereof, Bonds which are held by or on behalf of the Hospital (unless all of the outstanding Bonds are then owned by the Hospital) shall be disregarded for the purpose of any such determination. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee established to the satisfaction of the Bond Registrar the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Hospital. If the Indenture shall be discharged pursuant to Article X thereof, no Bonds shall be deemed to be Outstanding within the meaning of this definition.

"Participant" shall have the meaning assigned to such term in the Letter of Representations.

"Paying Agent" means any national banking association, federal savings bank, bank and trust company or trust company appointed by the Hospital and meeting the qualifications of, and subject to the obligations of, the Trustee in Article VII hereof. "Principal Office" of any Paying Agent shall mean the office thereof designated in writing to the Trustee.

"Percent Prepaid" means the percentage determined by dividing the principal amount of the Series 2017A Bonds being prepaid by the principal balance outstanding on the Series 2017A Bonds on the Prepayment Date.

"Permitted Encumbrances" means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens to the extent permitted by Section 8.8(B) of the Loan Agreement, (C) Liens for taxes, assessments and utility charges (1) to the extent permitted by Section 6.5(B) of the Loan Agreement, or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Financing Document, (E) any Lien on the Project Facility in favor of the Master Trustee, the Trustee, the Initial Holder or a Bank, (F) any Lien or encumbrances on the Project Facility approved in writing by the Initial Holder during the Bank Loan Rate Period or a Bank (or, if the Bank is in default under the then current Credit Facility, the Trustee), (G) any Lien or encumbrances existing at the time of the Closing, including those reported in the Certificate for Title Insurance issued by Chicago Title Insurance Company, Title CT16-30851-ALB, dated September 28, 2017 or (H) Permitted Liens as defined in the Master Indenture.

"Person" means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

"Pledge and Assignment" means the pledge and assignment dated as of October 1, 2017 from the Issuer to the Trustee, pursuant to which the Issuer has assigned to the Trustee its rights under the Loan Agreement (except the Unassigned Rights), as said pledge and assignment may be amended or supplemented from time to time.

"Pledged Bonds" means any Bond at any time purchased, in whole or in part, with the proceeds of a draw on a Letter of Credit upon tender of such Bond and held by the Trustee as nominee for the related Bank pursuant to the provisions of Section 305 hereof.

“Predecessor Bonds” of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond; and, for purposes of this definition, any Bond authenticated and delivered under Section 205 hereof in lieu of a lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the lost, destroyed or stolen Bond.

“Prepayment Date” means the date on which Trustee received the prepayment.

“Principal Payment Date” means each date on which principal shall be payable on the Bonds according to their terms and the Indenture, including, without limitation, scheduled mandatory redemption dates.

“Project” shall have the meaning set forth in the recitals to the Indenture and the Loan Agreement.

“Project Facility” shall have the meaning set forth in the recitals to the Indenture and the Loan Agreement.

“Project Fund” means the fund so designated established pursuant to Section 401(A)(1) hereof.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Purchase Date” means (A) if the Interest Rate Mode is the Weekly Rate, any Business Day as set forth in Section 304(A)(1) and Section 304(A)(4) hereof, respectively, (B) if the Interest Rate Mode is the Semi-Annual Rate, any Interest Payment Date, (C) if the Interest Rate Mode is the Long-Term Rate, the final Interest Payment Date for each Long-Term Rate Period and (D) each day that Bonds are subject to mandatory purchase pursuant to Section 304(B) hereof.

“Purchase Price” means an amount equal to one hundred percent (100%) of the principal amount of any Bond tendered or deemed tendered pursuant to Section 304 or Section 305 hereof, plus accrued and unpaid interest thereon to the Purchase Date.

“Qualifying Alternate Credit Facility” means an Alternate Credit Facility in connection with which the Trustee shall have received (A) if the applicable Series of Bonds are then rated by a Rating Service, written evidence (or such other evidence satisfactory to the Trustee) from the Rating Service then rating such Bonds to the effect that such Rating Service has reviewed the proposed Alternate Credit Facility and that the substitution of the Alternate Credit Facility will not, by itself, result in (1) a permanent withdrawal of its rating of the applicable Series of Bonds or (2) the reduction of the current rating of such Bonds, or (B) if the applicable Series of Bonds are not then rated by a Rating Service, written evidence (or such other evidence satisfactory to the Trustee) that the Alternate Credit Facility would be issued by a Credit Facility Issuer which, or the parent corporation of which, has a long-term debt rating assigned by a Rating Service which is equal to or better than the rating of the Credit Facility Issuer being replaced.

“Rate Period” means any period during which a single interest rate is in effect for a Bond.

“Rating Service” means Moody’s, if the Bonds are rated by Moody’s at the time, and/or S&P, if the Bonds are rated by S&P at the time, and their successors and assigns.

“Rebate Amount” as of any date means the Excess Earnings as of such date, or such other amount as may be due to the United States pursuant to Section 148(f) of the Code.

“Rebate Fund” means the fund so designated established pursuant to Section 401(A)(4) hereof.

“Rebate Fund Earnings Subaccount” means the special account so designated within the Rebate Fund established pursuant to Section 401(A)(4)(b) hereof.

“Rebate Fund Principal Subaccount” means the account so designated within the Rebate Fund established pursuant to Section 401(A)(4)(a) hereof.

“Record Date” means, as the case may be, the applicable Regular Record Date or Special Record Date.

“Redemption Date” means, when used with respect to an Initial Bond, the date of redemption thereof established pursuant to Section 301 hereof.

“Redemption Price” means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon the prior redemption thereof pursuant to the provisions hereof and such Bond.

“Redemption Premium Account” means the Redemption Premium Account created under Section 405 hereof.

“Regular Record Date” means, with respect to any Interest Period, the close of business on the last Business Day of such Interest Period.

“Reimbursement Agreement” means any agreement of the Hospital with a Credit Facility Issuer setting forth the obligations of the Hospital to such Credit Facility Issuer arising out of any payments under a Credit Facility and which provides that it shall be deemed to be a Reimbursement Agreement for the purpose of the Indenture.

“Related Person” means any Person constituting a “related person” within the meaning ascribed to such quoted term in Section 144(a)(3) of the Code, except when used in connection with the phrase “substantial user”, in which case the phrase “Related Person” shall have the meaning set forth in Section 147(a) of the Code.

“Remarketing Agent” means any remarketing agent, its successors and assigns as provided in Section 718 hereof. “Principal Office” of the Remarketing Agent means the office designated as such in writing to the Hospital, the Trustee and the Tender Agent.

“Remarketing Agreement” means any remarketing agreement by and between the Hospital and the Remarketing Agent, as said remarketing agreement may be amended or

supplemented from time to time, and any remarketing agreement between the Hospital and a successor Remarketing Agent.

“Remarketing Proceeds Account” means the Remarketing Proceeds Account created under Section 405 hereof.

“Request for Disbursement” means a request from the Hospital, on behalf of the Issuer, stating the amount of the disbursement sought and containing the statements, representations and other items required by the Loan Agreement, the Reimbursement Agreement and the Indenture, in substantially the form of Exhibit A attached to the Indenture.

“Requirement” means any law, ordinance, order, rule or regulation of a Governmental Authority or a local authority, respectively.

“Revenues” means (a) all amounts payable to the Trustee with respect to the principal or redemption price of, or interest on, the Bonds (i) by the Hospital as required under the Loan Agreement and the Note, (ii) upon deposit in the Bond Fund from the proceeds of the Bonds, and (iii) by the Credit Facility Issuer under a Credit Facility, and (b) investment income with respect to any moneys held by the Trustee in the Bond Fund. The term “Revenues” does not include any moneys or investments in the Rebate Fund.

“Semi-Annual Rate” means the Interest Rate Mode for the Bonds in which the interest rate on the Bonds is determined as the Semi-Annual Rate in accordance with Section 209(C)(3) hereof.

“Semi-Annual Rate Period” means any period beginning on, and including, the Conversion Date to the Semi-Annual Rate and ending on, and including, the day preceding the next Interest Payment Date thereafter and each successive six (6) month period thereafter until the day preceding Conversion to a different Interest Rate Mode or the maturity of the Bonds.

“SEQRA” shall have the meaning ascribed thereto in the Recitals.

“Series” means any series of Bonds issued for the benefit of the Hospital pursuant to the Indenture, including the Series 2017A Bonds.

“Series 2017A Bonds” means the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of not to exceed \$10,500,000, dated the Closing Date, in substantially the form attached to the Indenture as Schedule I thereto, and any Bonds issues in substitution therefor pursuant to the provisions hereof.

“Special Record Date” means a date for the payment of any Defaulted Interest on the Bonds fixed by the Trustee pursuant to Section 207(C) hereof.

“S&P” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a New York corporation, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a

securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Hospital.

“State” means the State of New York.

“Stated Maturity” means, when used with respect to any Bond or any installment of interest or principal thereon, the date specified in such Bond as the fixed date on which the principal of such Bond or such installment of interest on such Bond is due and payable.

“Substitute Bank” means any issuer of an Alternate Credit Facility delivered to the Trustee pursuant to the Indenture.

“Swap Agreement” means any agreement between the Hospital and the Initial Holder or the Credit Facility Issuer, or any affiliate of the Initial Holder or the Credit Facility Issuer, as the case may be, with regard to the interest payable upon any obligation, whether direct or contingent, of the Hospital to the Initial Holder or the Credit Facility Issuer, or any affiliate of the Initial Holder or the Credit Facility Issuer, as the case may be, arising in connection with the Bonds, the Bond Purchase Agreement, or the Reimbursement Agreement.

“Taxable Rate” shall have the meaning ascribed to such term in Section 209(C)(3)(a) hereof.

“Tax Certificate and Agreement” means the tax certificate and agreement dated the Closing Date executed by and among the Hospital, the Issuer and the Trustee, with a certificate of the Initial Holder attached thereto, regarding, among other things, the restrictions prescribed by the Code in order for interest on the Initial Bonds to remain excludable from gross income for federal income tax purposes, and (B) with respect to a Series of Additional Bonds any tax certificate and agreement executed by the Hospital, the Issuer and the Trustee, with a certificate of the initial purchaser of such Series of Additional Bonds attached thereto, regarding, among other things, the restrictions prescribed by the Code in order for interest on such Series of Additional Bonds to remain excludable from gross income for federal income tax purposes.

“Tax Documents” means, collectively, (A) with respect to the Initial Bonds and the FCCDC Bonds, the Tax Certificate and Agreement and (B) with respect to any Additional Bonds, any similar documents executed by the Issuer and/or the Hospital in connection with the issuance of such Additional Bonds.

“Tax-Exempt Bond” means any Bond issued as an obligation of the Issuer, the interest on which is intended to be excluded from the gross income of the Holder thereof pursuant to Section 103 and Section 145 of the Code.

“Tax-Exempt Rate” means, with respect to a Tax-Exempt Bond, the rate or rates of interest payable on such Bond prior to the occurrence of an Event of Taxability.

“Tender Agent” means the initial and any successor tender agent appointed in accordance with Section 716 hereof. “Principal Office” of the Tender Agent means the office thereof designated as such in writing to the Trustee, the Hospital and the Remarketing Agent.

“Tendered Bond” means any Bond or portion thereof which is the subject of (A) a demand from the Beneficial Owner thereof that such Bond be purchased pursuant to Section 304(A) hereof or (B) a mandatory purchase pursuant to Section 304(B) or 304(C) hereof.

“Trust Estate” means all Property which may from time to time be subject to a Lien in favor of the Trustee created by the Indenture or any other Financing Document.

“Trust Revenues” means (A) all payments made or to be made by or on behalf of the Hospital under the Loan Agreement (except payments made with respect to the Unassigned Rights) and all payments made by the Hospital and the Obligated Group (as defined in the Master Indenture) pursuant to the Note, (B) all other amounts pledged to the Trustee by the Issuer or the Hospital to secure the Bonds or performance of their respective obligations under the Loan Agreement, the Indenture and the Note, (C) the Net Proceeds (except proceeds with respect to the Unassigned Rights) of insurance settlements and Condemnation awards with respect to the Project Facility, (D) all payments received by the Trustee under the Letter of Credit, (E) moneys and investments held from time to time in each fund and account established under the Indenture and all investment income thereon, except (1) moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of which has been duly given, (2) moneys deposited with the Trustee or the Tender Agent for the purchase of Tendered Bonds, and (3) as specifically otherwise provided, and (F) all other moneys received or held by the Trustee for the benefit of the Bondholders pursuant to the Indenture. Notwithstanding anything to the contrary, amounts held in the Rebate Fund shall not be considered Trust Revenues and shall not be subject to the Lien of the Indenture, and amounts held therein shall not secure any amount payable on the Bonds.

“Trustee” means U.S. Bank National Association, a banking corporation duly organized and existing under the laws of the State of New York or any successor trustee or co-trustee acting as trustee under the Indenture.

“Unassigned Rights” means the moneys and/or any indemnification due and to become due to the Issuer, for its own account or the directors, officers, agents and employees of the Issuer for its own account pursuant to the Loan Agreement and the right to enforce the foregoing pursuant to the Loan Agreement. Notwithstanding the preceding sentence, to the extent the obligations of the Hospital listed above do not relate to the payment of moneys and/or any indemnification to the Issuer, for its own account or to the directors, officers, agents and employees of the Issuer, for their own account, such obligations, upon assignment of the Loan Agreement by the Issuer to the Trustee pursuant to the Pledge and Assignment, shall be deemed to and shall constitute obligations of the Hospital to the Issuer and the Trustee, jointly and severally, and either the Issuer or the Trustee may commence an action to enforce the Hospital’s obligations under the Loan Agreement.

“Uncapped Rate” shall have the meaning assigned thereto in Section 215(D) hereof.

“Undelivered Bond” shall have the meaning assigned thereto in Section 306(B) hereof.

“Weekly Rate” means the Interest Rate Mode for the Bonds in which the interest rate on the Bonds is determined weekly in accordance with Section 209(C)(3) hereof.

“Weekly Rate Period” means the period beginning on, and including, the Conversion Date to the Weekly Rate, and ending on, and including, the next Wednesday (except if the Conversion Date is a Wednesday then the first Weekly Rate Period shall begin and end on such Wednesday) and thereafter the period beginning on, and including, any Thursday and ending on, and including, the next Wednesday.

SECTION 102. INTERPRETATION. (A) In this Indenture, unless the context otherwise requires:

(1) the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Indenture, refer to this Indenture, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Indenture;

(2) words of the masculine gender shall mean and include correlative words of the feminine and neuter genders;

(3) words importing the singular number shall mean and include the plural number, and vice versa;

(4) any headings preceding the texts of the several Articles and Sections of this Indenture, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect;

(5) words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its Stated Maturity or the purchase of said Bond;

(6) all references to time in this document refer to New York City time; and

(7) any certificates, letters or opinions required to be given pursuant to this Indenture shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Indenture.

(B) Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any persons, other than the Issuer, the Trustee, the Bank and the holders of the Bonds, any right, remedy or claim under or by any reason of this Indenture or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee, any Bank and the holders of the Bonds.

(C) If any one or more of the covenants or agreements provided herein on the part of the Issuer or the Trustee to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein should be contrary to law, then such covenant or covenants or agreement or agreements shall be

deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Indenture or of the Bonds.

SECTION 103. CONDITIONS PRECEDENT SATISFIED. All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Indenture have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Indenture.

ARTICLE II

THE BONDS

SECTION 201. RESTRICTION ON ISSUANCE OF BONDS. No Bonds may be authenticated and issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 205 and Section 214 hereof, the total aggregate principal amount of Bonds that may be issued and authenticated hereunder is expressly limited to \$10,500,000.

SECTION 202. LIMITED OBLIGATIONS/JURISDICTION. (A) The Bonds, together with the premium, if any, and the interest thereon, shall be limited obligations of the Issuer payable, with respect to the Issuer, solely from the Trust Revenues, which Trust Revenues are hereby pledged and assigned for the equal and ratable payment of all sums due under the Bonds, and shall be used for no other purpose than to pay the principal of, premium, if any, on and interest on the Bonds except as may be otherwise expressly provided herein.

(B) THE BONDS ARE NOT AND SHALL NOT BE A DEBT OF THE STATE OR OF ESSEX COUNTY, NEW YORK AND NONE OF THE STATE NOR ESSEX COUNTY, NEW YORK SHALL BE LIABLE THEREON. THE BONDS DO NOT GIVE RISE TO A PECUNIARY LIABILITY OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OR OF ESSEX COUNTY, NEW YORK.

(C) No recourse shall be had for the payment of the principal of, or the premium, if any, or the interest on, any Bond or for any claim based thereon or on this Indenture against any past, present or future director, officer, employee or agent, as such, of the Issuer or of any predecessor or successor corporation, either directly or through the Issuer or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

SECTION 203. EXECUTION. (A) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chief Executive Officer, Chairman or the Vice Chairman of the Issuer and attested by the manual or facsimile signature of the Secretary or the Assistant Secretary of the Issuer. All such facsimile signatures shall have the same force and effect as if said officers had manually signed the Bonds.

(B) In case any officer of the Issuer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond or the issuance of a new Bond following a transfer or exchange, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 204. AUTHENTICATION. (A) Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in the forms of Bond attached hereto as Schedule I duly executed by the manual signature of an authorized officer of the Trustee or its Authenticating Agent shall be entitled to any right or benefit under this Indenture.

No Bonds shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee or its Authenticating Agent; and

such executed Certificate of Authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Certificate of Authentication executed by the Trustee or its Authenticating Agent on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee or its Authenticating Agent, as the case may be, but it shall not be necessary that the same person sign the Certificate of Authentication on all of the Bonds.

(B) If the Bond Registrar is other than the Trustee, the Trustee may appoint the Bond Registrar as an Authenticating Agent with the power to act on the Trustee's behalf and subject to its direction in the authentication and delivery of Bonds in connection with the registration of transfers and exchanges under Section 206 hereof, and the authentication and delivery of Bonds by an Authenticating Agent pursuant to this Section shall, for all purposes of this Indenture, be deemed to be the authentication and delivery "by the Trustee". The Trustee shall, however, itself authenticate all Bonds upon their initial issuance and any Bonds issued in substitution for other Bonds pursuant to Sections 205 and 208 hereof. The Trustee shall be entitled to be reimbursed for payments made to any Authenticating Agent as reasonable compensation for its services.

(C) Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of the Authenticating Agent hereunder, if such successor corporation is otherwise eligible as a Bond Registrar under Section 206 hereof, without the execution or filing or the taking of any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

(D) Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Hospital. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent, the Hospital and the Issuer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Authenticating Agent, shall give written notice of such appointment to the Hospital and shall mail notice of such appointment to all owners of Bonds as the names and addresses of such owners appear on the Bond Register.

SECTION 205. MUTILATED, LOST, STOLEN OR DESTROYED BONDS. (A) In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond, executed by the Issuer as provided in Section 203 hereof, of like maturity, interest rate and denomination as the Bond so mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee. The Issuer or the Trustee may charge the holder or owner of such Bond a sum sufficient to cover any tax or other governmental charge in connection with such exchange or substitution of such new Bond, together with any other reasonable fees and expenses incurred by the Issuer or the Trustee in connection therewith.

(B) Every Bond issued pursuant to the provisions of this Section 205 shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture. However, the Trustee shall not be required to treat both the original Bond and any Bond issued in lieu thereof as being Outstanding for purposes of determining the principal amount of Bonds Outstanding under this Indenture or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original Bond and the Bond issued in lieu thereof shall be treated as one and the same.

(C) Notwithstanding any other provision of this Section 205, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, stolen or destroyed and which has matured, upon receipt of evidence of such mutilation, loss, theft or destruction and indemnity satisfactory to the Trustee, the Trustee may make payment for such Bond.

(D) 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 instrument or investment or other securities without their surrender.

SECTION 206. TRANSFER AND EXCHANGE OF BONDS; PERSONS TREATED AS OWNERS. (A) All Bonds shall be issued in fully registered form. The Bonds shall be registered upon original issuance and upon subsequent transfer or exchange as provided in this Indenture.

(B) The Bond Registrar appointed for the Bonds shall be either the Trustee or a person which would meet the requirements for qualification as a successor trustee imposed by Section 708(B) hereof. The Trustee is designated and agrees to act as Bond Registrar for the Bonds. Any person other than the Trustee undertaking to act as Bond Registrar shall first execute a written agreement, in form satisfactory to the Trustee, to perform the duties of a Bond Registrar under this Indenture, which agreement shall be filed with the Trustee.

(C) The Bond Registrar shall act as registrar and transfer agent for the Bonds. The Bond Registrar shall cause a Bond Register to be kept on behalf of the Issuer at an office of the Bond Registrar in which, subject to such reasonable regulations as it, the Trustee, the Authenticating Agent or the Issuer may prescribe, the Bond Registrar shall provide for the registration of transfers of Bonds. The Issuer shall cause the Bond Registrar to designate, by a written notification to the Trustee, a specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is to be kept. If the Bond Registrar is the Trustee, such location shall be the Office of the Trustee.

(D) Except as provided in Section 213 hereof, any Bond, upon the surrender of such Bond to the Bond Registrar for registration of transfer, may be transferred, but only upon delivery to the Bond Registrar of an assignment duly executed by the registered owner or his duly authorized legal representative in the form imprinted on the Bond or in such other form as shall be satisfactory to the Bond Registrar. In the event of the appointment of a Tender Agent,

other than the Trustee, such Tender Agent may act as co-bond registrar with respect to Tendered Bonds.

(E) Except as otherwise provided in Section 206(I) or Section 213 hereof, upon receipt of such Bond and upon satisfaction of the conditions set forth in Section 206(D) and Section 206(F) hereof, the Bond Registrar shall immediately record the transfer of such Bond on the Bond Register and cause the transferee or transferees to be the registered owner of such Bond. Upon any such registration of transfer, the Issuer shall execute and the Trustee or its Authenticating Agent shall authenticate and deliver in exchange for such Bond one or more new Bonds, executed by the Issuer as provided in Section 203 hereof, registered in the name of the designated transferee thereof, of any denomination or denominations authorized by this Indenture and for the same aggregate principal amount as the Bond or Bonds surrendered for transfer.

(F) At the option of the registered owner, Bonds may be exchanged for other Bonds of any other authorized denomination, of a like aggregate principal amount, upon surrender of the Bonds to be exchanged at any such office or agency. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute, and the Trustee or the Authenticating Agent shall authenticate and deliver, the Bonds which the Bondholder making the exchange is entitled to receive.

(G) No service charge shall be made for any transfer or exchange of Bonds, but in all cases in which Bonds shall be transferred or exchanged hereunder, the Issuer, the Bond Registrar or the Trustee may make a charge for every transfer or exchange of Bonds sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any such new Bond shall be delivered.

(H) The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of, or the premium, if any, or interest on, any such Bond shall be made only to or upon the order of the registered Holder thereof or his duly authorized legal representative, subject to the terms of Section 207(C) hereof. Such registration may be changed only as provided in this Section 206, and no other notice to the Issuer or the Trustee shall affect the rights or obligations with respect to the transference of any Bond or be effective to transfer any Bond. All payments to the Person in whose name any Bond shall be registered shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(I) Neither the Issuer, the Trustee nor the Bond Registrar shall be required to register or otherwise make any such transfer or exchange of (1) any Bond during the fifteen (15) days next preceding a Bond Payment Date or (2) any Bond selected for redemption in whole or in part under Article III hereof or (3), other than as provided pursuant to Article III hereof, any Bond with respect to which the Owner thereof has submitted a demand for purchase in accordance with Section 304(A) hereof or which has been purchased pursuant to Section 304(B) hereof; provided, however, that in the event of a Bond selected for redemption in part, nothing in this

subsection shall prohibit exchange of the remaining portion of such Bond redeemed in part for a new Bond with a reduced principal amount or the transfer or exchange of any such new Bond.

(J) The Bond Registrar shall forthwith following each Regular Record Date and at any other time as reasonably requested by the Trustee, the Tender Agent or the Remarketing Agent, certify and furnish to the Trustee, the Tender Agent, the Remarketing Agent and any Paying Agent as the Trustee shall specify, the names, addresses, and holdings of Bondholders and any other relevant information reflected in the Bond Register, and the Trustee, the Tender Agent, the Remarketing Agent and any such Paying Agent shall for all purposes be fully entitled to rely upon the information so furnished to them and shall have no liability or responsibility in connection with the preparation thereof.

SECTION 207. PAYMENT PROVISIONS. (A) Subject to Section 207(G) hereof, payment of the principal of, premium, if any, on and interest on the Bonds shall be made in coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, at the Principal Office of any Paying Agent, including funds evidenced by wire transfer.

(B) Except as otherwise provided in Section 213 hereof, interest on any Bond which is payable, and which is punctually paid or duly provided for, on any Bond Payment Date shall be paid to the Person appearing on the bond register as the Holder of that Bond (or one or more Predecessor Bonds) at the close of business on the Regular Record Date, by check or draft of the Trustee mailed by the Trustee on such Bond Payment Date to such Holder at his address as it appears on the bond register; provided that, at the option of any Holder of Bonds in an aggregate principal amount of \$250,000 or greater, the Trustee shall cause such amounts to be transmitted on such Bond Payment Date by wire transfer at such Holder's written request to the bank account number of such Holder specified in such request and entered by the Bond Registrar on the Bond Register, provided such Holder has delivered adequate instructions regarding same to the Bond Registrar and to the Trustee at least one Business Days prior to the corresponding Record Date.

(C) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Bond Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Person appearing on the bond register as the registered Owner of such Bond on the relevant Regular Record Date solely by virtue of such Person having been such registered owner; and the Trustee shall make payment of any Defaulted Interest on Bonds to the Persons in whose names such Bonds (or their respective Predecessor Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. Unless there has been an acceleration pursuant to Section 602, the Trustee shall determine the amount of Defaulted Interest to be paid on each Bond and establish the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and money in the aggregate amount of the proposed Defaulted Interest shall be segregated by the Trustee to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Revenues. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen (15) nor less than ten

(10) days prior to the date of the proposed payment. The Trustee shall promptly notify the Issuer, the Bank and the Hospital of such Special Record Date and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record date therefor to be mailed one time, first-class postage prepaid, to each registered owner of a Bond at his address as it appears in the bond register not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Bonds (or their respective Predecessor Bonds) are registered on such Special Record Date.

(D) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(E) The principal of a Bond, and the premium, if any, and interest on such Bond due at maturity, shall be payable at the Office of the Trustee, upon presentation and surrender of such Bond by the registered owner thereof or his duly authorized legal representative at the maturity of such Bond or such other date as such payments become due, by redemption or otherwise. Except as provided in subsection (B) hereof, in the event of a partial redemption of any Bond, payment of the Redemption Price shall be made to the registered owner or his duly authorized legal representative only upon surrender to the Trustee of such Bond, and upon such surrender the Trustee shall authenticate a new Bond executed by the Issuer as provided in Section 203 for the unredeemed portion of such Bond.

(F) Notwithstanding anything herein to the contrary, (A) when any Bond is registered in the name of a Depository or its nominee, the principal and redemption price of and interest on such Bond shall be payable in same day funds delivered or transmitted to the Depository or its nominee; and (B) so long as a Credit Facility shall be in effect, funds for payment of Debt Service Payments due on the Bonds (other than with respect to Pledged Bonds) shall be derived from the following sources in the order of priority indicated: (1) monies drawn by the Trustee under the Letter of Credit; and (2) any other Available Moneys (except amounts drawn on the Credit Facility) held by the Trustee and available for such purpose. In addition, so long as a Credit Facility shall be in effect, in no event shall the Trustee pay any portion of the principal of, premium, if any, or interest on any Bond from other than Available Moneys.

(G) Notwithstanding anything to the contrary in this Section 207, while the Bonds are bearing interest at the Bank Loan Rate, the Hospital, on behalf of the Issuer, will pay directly to the Initial Holder on or before each date on which any payment or prepayment of principal of, premium, if any, or interest, including Defaulted Interest, on the Bonds shall become due, whether at maturity, by redemption, acceleration or otherwise, an amount in funds available on the Bond Payment Date equal to the payment then coming due. The Hospital, on behalf of the Issuer, may make payments to the Initial Holder earlier than required by this section, but such payments shall not affect the accrual of interest except to the extent the Bonds are redeemed. The amount of interest due on the Bonds bearing interest at the Bank Loan Rate shall be determined by the Initial Holder and communicated to the Hospital and the Trustee by facsimile (or other customary means of communication providing evidence of delivery) no later than 3:30

p.m. on the third Business Day prior to each Interest Payment Date (such communication to set forth the amount of interest due at the then-applicable interest rate; provided, however, the Initial Holder's failure to communicate the amount due shall not affect the Hospital's obligation to make such payment. At any time when any principal of the Bonds is overdue interest shall continue to accrue on the overdue principal.

For so long as the Bonds bear interest at the Bank Loan Rate, amounts payable to the Initial Holder may be made directly to the Initial Holder by the Hospital, on behalf of the Issuer. The Initial Holder shall notify the Trustee in writing of any failure of the Hospital to make any payment of principal of or interest on the Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing; provided, however, the Initial Holder's failure to so notify the Trustee shall not affect the Hospital's or the Issuer's obligation to make such payment. If any Bonds are sold or transferred, the Initial Holder shall notify the Issuer, the Trustee and the Hospital in writing of the name and address of the transferee, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Trustee shall have no obligations as paying agent in respect to such Bonds, nor shall it be obligated to collect Debt Service Payments or to take any other action in respect thereof, except at the express written direction of the Hospital, the Issuer or the Initial Holder.

SECTION 208. TEMPORARY BONDS. (A) Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the Issuer the Trustee shall authenticate and deliver in lieu of definitive Bonds, temporary printed, lithographed or typewritten Bonds, in any authorized denomination, in substantially the form set forth in Schedule I, attached hereto and with such appropriate omissions, insertions and variations as may be required.

(B) If the Bonds are not Book Entry Bonds and if temporary Bonds shall have been issued, the Issuer shall, at the sole cost and expense of the Hospital, cause definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation of any temporary Bond to the Trustee at the Office of the Trustee, shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Holder thereof, a definitive Bond or Bonds of an equal aggregate principal amount of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

SECTION 209. SPECIFIC DETAILS OF THE INITIAL BONDS. (A) The Initial Bonds shall be issued in the aggregate principal amount of \$9,500,000 on the date of issuance of the Series 2017A, shall be designated "Essex County Capital Resource Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A." Each maturity of the Initial Bonds shall be numbered from one upward and prefixed "R". The Initial Bonds shall be issued as fully registered bonds without coupons. The Initial Bonds shall be sold, purchased, issued and deemed funded in full on the Closing Date. The book-entry only system shall not apply to the Initial Bonds bearing interest at the Bank Loan Rate.

(B) The Initial Bonds shall be registered in the name of Compass Mortgage Corporation or its nominee, as an Initial Holder. The Initial Bonds shall be dated October 5, 2017, the date of their authentication and shall initially bear interest at the Bank Loan Rate, which rate shall continue in effect until converted to a different Interest Rate Mode as hereinafter provided. The Initial Bonds shall be payable as provided in the forms of bond attached as Schedule I. The final maturity date of the Series 2017A Bonds shall be October 1, 2044.

(C)(1) The Initial Bonds shall bear interest, determined in accordance with the provisions of this Article, at the Bank Loan Rate (which shall be a Tax-Exempt Rate or a Taxable Rate), the Weekly Rate, the Semi-Annual Rate or the Long-Term Rate. Interest, with respect to any amount of Bond Proceeds advanced by the Initial Holder shall be payable on each Interest Payment Date, commencing November 1, 2017, and shall be computed (1) on the basis of a 360-day year for the actual number of days elapsed for the Bank Loan Rate Bonds, (2) on the basis of a 360-day year consisting of twelve (12) 30-day months for any Semi-Annual Rate Bonds and for any Long-Term Rate Bond during a Long-Term Rate Period exceeding twelve (12) months and (3) on the basis of a 365 or 366-day year, as applicable, for the actual number of days elapsed for any Weekly Rate Bond and for any Long-Term Rate Bond during a Long-Term Rate Period not exceeding twelve (12) months. Notwithstanding anything herein to the contrary, the interest rate borne by the Initial Bonds shall not exceed the maximum permitted by, or enforceable under, applicable law. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the Default Interest Rate computed from the date of the default or Event of Default.

(2) The Initial Bonds shall bear interest from the Interest Payment Date to which interest has accrued and has been paid, or from the date that principal is advanced by the Initial Holder pursuant to the Bond Purchase Agreement until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of this Indenture, whether upon maturity, redemption or otherwise.

(3) The interest rate borne by the Initial Bonds as of any particular date shall be determined as follows:

(a) During the Bank Loan Rate Period, the interest rate on the Initial Bonds shall be the Bank Loan Rate, provided that subsequent to an Event of Taxability, the interest rate on the Initial Bonds will automatically reset to the taxable equivalent rate as determined by the Initial Holder (the "Taxable Rate"), and the Hospital, on behalf of the Issuer, will pay to the Initial Holder the difference between the amount of interest which the Initial Holder should have received at the Taxable Rate and any and all interest and penalties assessed.

(b) If the Interest Rate Mode for the Initial Bonds is the Weekly Rate, the interest rate on the Initial Bonds for a particular Weekly Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the Wednesday preceding the Weekly Rate Period (or the day preceding the Conversion of the Interest Rate Mode to the Weekly Rate), or, if such day is not a Business Day, on the next succeeding Business Day, as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Initial Bonds on such Business Day at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

(c) If the Interest Rate Mode for the Initial Bonds is the Semi-Annual Rate, the interest rate on the Initial Bonds for a particular Semi-Annual Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the 10th Business Day next preceding the first day of such Semi-Annual Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Initial Bonds on such first day at a price equal to the principal amount thereof.

(d) If the Interest Rate Mode for the Initial Bonds is the Long-Term Rate, the interest rate on the Initial Bonds for a particular Long-Term Rate Period shall be the rate established by the Remarketing Agent not later than the 15th Business Day preceding the first day of such Long-Term Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Initial Bonds on such first day at a price equal to the principal amount thereof.

(e) The Remarketing Agent (or the Initial Holder during any Bank Loan Rate Period) shall provide the Hospital, the Trustee and the Tender Agent with Immediate Notice of all interest rates.

(f) If for any reason the interest rate on a Bond is not determined by the Remarketing Agent (if applicable), the Interest Rate Mode for such Bond shall remain the same and the interest rate for such Bond for the next succeeding Rate Period shall be the interest rate in effect for such Bond for the preceding Rate Period.

(D) Anything in the Initial Bonds or in this Indenture to the contrary notwithstanding, the obligations of the Issuer hereunder and under the Initial Bonds shall be subject to the limitation that payments of interest or other amounts on the Initial Bonds shall not be required to the extent that receipt of any such payment by a Holder of an Initial Bond would be contrary to the provisions of Applicable Law applicable to such Holder which would limit the maximum rate of interest which may be charged or collected by such Holder.

(E) All Initial Bonds shall share the same Rate Period and bear interest at the same rate per annum.

(F) If the Interest Rate Mode of the Initial Bonds is converted to the Long-Term Rate, the Long-Term Rate Period applicable thereto shall be determined as follows:

(1) The Long-Term Rate Period shall be established by the Hospital, on behalf of the Issuer, in the notice given pursuant to Section 209(G) hereof (the first such Long-Term Rate Period commencing on the Conversion Date for the Initial Bonds to a Long-Term Rate) and thereafter each successive Long-Term Rate Period shall be the same as that so established by the Hospital, on behalf of the Issuer, until a different Long-Term Rate Period is specified by the Hospital, on behalf of the Issuer, in accordance with this Section (in which case, the duration of that Long-Term Rate Period shall control succeeding Long-Term Rate Periods) or until the occurrence of a Conversion Date. Each Long-Term Rate Period shall be one year or more in duration and shall end on the day next preceding an Interest Payment Date; provided that if the

first Long-Term Rate Period commences on a Conversion Date other than a March 1 or a September 1, such first Long-Term Rate Period shall be of a duration as close as possible to (but not in excess of) such Long-Term Rate Period and shall terminate on a day preceding an Interest Payment Date; and further provided that no Long-Term Rate Period shall extend beyond the Maturity Date of the applicable Series of the Initial Bonds.

(2) The Hospital may, on behalf of the Issuer, change from one Long-Term Rate Period to another Long-Term Rate Period on any Business Day on which the Initial Bonds are subject to optional redemption pursuant to Section 301(B) hereof by notifying the Trustee, the Issuer, the Credit Facility Issuer, the Tender Agent and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the proposed effective date of the change. Such notice shall specify the last day of the next Long-Term Rate Period which shall be the earlier of the day before the maturity date of the Initial Bonds or the day immediately preceding a March 1 or September 1 and which is one year or more after the effective date and, if such change is conditional, the interest rate limitations. Any such notice shall be accompanied by (a) an opinion of Independent Counsel stating that such change is authorized by this Indenture, (b) an opinion of Bond Counsel that such change will not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Initial Bonds, and (c) if the stated amount of the Credit Facility, if any, to be held by the Trustee after such change in the Long-Term Rate Period is increased over that of the then current Credit Facility, an opinion of reputable bankruptcy counsel stating that payments of principal and interest on the Initial Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the United States Bankruptcy Code. Any change of the Long-Term Rate Period may be made conditional on the interest rate being within certain limits established by the Hospital. The Remarketing Agent shall establish what would be the interest rate for the proposed Long-Term Rate Period in accordance with Section 209(C) hereof. If the interest rate established by the Remarketing Agent is not within the limits established, then the change in the Long-Term Rate Period may be cancelled by the Hospital, in which case the Hospital's notice of the proposed change shall be of no effect and the Initial Bonds shall not be subject to any mandatory purchase pursuant to Section 304 hereof. Notice of such cancellation shall be promptly given to all Bondholders, as applicable.

(3) The Trustee shall notify the Bondholders of any change in the Long-Term Rate Period proposed pursuant to Section 209(F)(2) hereof by first class mail, postage prepaid, at least 30 but not more than 60 days before the proposed effective date of such change. Each such notice shall state: (a) whether the change in the Long-Term Rate Period is conditional and, if conditional, the interest rate limitations established by the Hospital, (b) that the interest rate for the new Long-Term Rate Period will be determined by the Remarketing Agent not later than the 15th Business Day preceding the first day of the new Long-Term Rate Period, (c) the effective date of and the end of the new Long-Term Rate Period and (d) that the Bonds will be subject to mandatory purchase on the effective date in accordance with Section 304(B) hereof. Any notice provided under this Section 209(F)(3) shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the applicable Series of the Initial Bonds at the end of any Long-Term Rate Period as set forth in Section 304 hereof.

(G) If the Hospital desires to cause the Conversion of the Interest Rate Mode of a Series the Initial Bonds from one Interest Rate Mode to another Interest Rate Mode, the

following procedures shall apply thereto (provided, however, that Conversions from the Bank Loan Rate shall be governed by Section 215 hereof):

(1) The Interest Rate Mode for the Initial Bonds is subject to Conversion to a different Interest Rate Mode from time to time in whole (and not in part) at the option of the Hospital, such right to be exercised by notifying the Trustee, the Credit Facility Issuer, if any, the Tender Agent, the Issuer and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the effective date of such proposed Conversion. Such notice shall specify (a) the effective date, (b) the proposed Interest Rate Mode, (c) if the Conversion is to the Long-Term Rate, the end of the Long-Term Rate Period and what the interest rate for the proposed Long-Term Rate Period would have been if such rate had been determined immediately prior to the mailing of such notice and (d) if such Conversion is conditional, the interest rate limitations established by the Hospital. The notice must be accompanied by (i) an opinion of Independent Counsel stating that the Conversion is lawful under the Act and permitted by this Indenture, (ii) an opinion of Bond Counsel stating that the Conversion will not, in and of itself, adversely affect the exclusion of interest on the Initial Bonds from gross income for federal income tax purposes, and (iii) if the stated amount of the Credit Facility, if any, to be held by the Trustee after such Conversion is increased over that of the then current Credit Facility, an opinion of reputable bankruptcy counsel (which may be counsel to the Hospital) stating that payments of principal and interest on the Initial Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the Bankruptcy Code. Any Conversion by the Hospital of the Interest Rate Mode to the Long-Term Rate may be made conditional on the initial interest rate determined for such Interest Rate Mode being within certain limits established by the Hospital in the notice referred to above. The Remarketing Agent shall establish what would be the interest rate for the proposed Interest Rate Mode in accordance with Section 209(C) hereof. If the interest rate so established by the Remarketing Agent is not within the limits established, then such Conversion may be canceled by the Hospital, in which case the Hospital's notice of Conversion shall be of no effect, the terms of the applicable Series of the Initial Bonds shall continue as they were prior to the proposed Conversion and the Initial Bonds shall not be subject to any mandatory purchase pursuant to Section 304 hereof. Notice of such cancellation shall be given promptly to all Bondholders, as applicable.

(2) Any Conversion of the Interest Rate Mode for the Initial Bonds pursuant to Section 209(G)(1) above must comply with the following:

(a) the Conversion Date must be an Interest Payment Date which is a date on which the Initial Bonds are subject to extraordinary optional redemption pursuant to Section 301(A) or optional redemption pursuant to Section 301(A) or Section 301(B) hereof;

(b) the Conversion Date must be a Business Day; and

(c) the Credit Facility, if any, to be held by the Trustee must cover accrued interest for the Initial Bonds for 50 days (or such lesser amount as may be required by the Rating Service), if the Conversion is to the Weekly Rate, or for 210 days (or such lesser amount as may be required by the Rating Service), if the Conversion is to the Semi-Annual Rate or the Long-Term Rate.

(3) The Trustee shall notify the Bondholders of an applicable Series of each Conversion by first class mail, postage prepaid, at least 30 days but not more than 60 days before the Conversion Date. Each such notice shall state: (a) that the Interest Rate Mode will be converted and what the new Interest Rate Mode will be; (b) the Conversion Date; (c) if the Conversion is to the Long-Term Rate, whether the conversion is conditional and, if conditional, the interest rate limitations set by the Hospital, and (d) that such Series of Initial Bonds will be subject to mandatory purchase on the Conversion Date in accordance with Section 304(B). If the Conversion is to the Long-Term Rate, the notice will also state the information required by Section 209(F)(3) hereof. Any notice provided under this Section 209(G)(3) shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Bonds on a Conversion Date as set forth in Section 304(B) hereof.

(4) Notwithstanding any provision of this Section 209, the Interest Rate Mode shall not be converted (a) if the Remarketing Agent has not determined the initial interest rate for the new Interest Rate Mode in accordance with this Section 209 or (b) if the Trustee shall receive written notice prior to such Conversion that any opinion or resolution required under Section 209(G)(1) has been rescinded. If the Trustee shall have sent any notice to the Bondholders regarding a Conversion of the Interest Rate Mode under Section 209(G)(3) hereof, the Trustee shall promptly notify all Bondholders of such rescission and the cancellation of any mandatory purchase pursuant to Section 304(B) hereof.

(H) The determination of each interest rate in accordance with the terms of this Indenture shall be conclusive and binding upon the owners of the Bonds, the Issuer, the Hospital, the Trustee, each Paying Agent, the Tender Agent, the Remarketing Agent and the Credit Facility Issuer, if any.

(I) Notwithstanding anything herein or in the Initial Bonds to the contrary, in no event will the rate of interest borne by any Initial Bonds (except any Initial Bonds constituting a Pledged Bond and except while the Bonds bear interest at the Bank Loan Rate) exceed twelve percent (12%) per annum or, if the Initial Bonds are then supported by a Credit Facility, the maximum rate stated in the Credit Facility.

SECTION 210. DELIVERY OF THE INITIAL BONDS. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver the Initial Bonds (including a reasonable number of additional Initial Bonds to be retained by the Trustee for authentication and delivery upon transfer or exchange of any Initial Bond) to the Trustee, and the Trustee shall authenticate and deliver the Initial Bonds to the purchasers thereof upon receipt of the proceeds of the Initial Bonds and upon receipt by the Trustee of the following:

- (A) certified copies of the Bond Resolution;
- (B) executed counterparts of the Commitment;
- (C) executed counterparts of this Indenture and the other Financing Documents;

(D) a request and authorization to the Trustee on behalf of the Issuer signed by an Authorized Representative of the Issuer to deliver the Initial Bonds to the purchasers thereof upon receipt by the Trustee for the account of the Issuer of the proceeds of the Initial Bonds;

(E) signed copies of the opinions of counsel to the Issuer and the Hospital, and of Bond Counsel;

(F) the certificates and policies, if available, of the insurance required by the Loan Agreement and Bond Purchase Agreement;

(G) proof of compliance with SEQRA;

(H) A certified copy of the resolution duly adopted by the Board of Trustees of the Hospital authorizing the execution and delivery of the Financing Documents to which the Hospital is a party;

(I) A copy, duly certified by the Secretary of the Issuer, of the resolution or resolutions adopted by the Issuer authorizing the execution and delivery of the Issuer Documents and the issuance, execution, sale and delivery of the Initial Bonds;

(J) evidence that a completed Internal Revenue Service Form 8038 with respect to the Initial Bonds has been signed by the Issuer; and

(K) such other documents as the Trustee, the Initial Holder or Bond Counsel may reasonably require.

SECTION 211. CANCELLATION OF BONDS. All Bonds surrendered to the Trustee for payment, redemption, transfer or exchange, and Bonds surrendered to the Trustee by the Issuer, or by the Hospital on behalf of the Issuer, for cancellation, shall be promptly canceled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond canceled as provided in this Section 211, except as expressly provided by this Indenture. All Bonds canceled by the Trustee shall be destroyed by the Trustee and shall not be reissued. At the request of the Hospital, certificates of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer and the Hospital.

SECTION 212. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date of maturity of interest on or the principal of any Bond, or the date fixed for redemption of any Bond, shall not be a Business Day, then payment of the interest on or the principal or Redemption Price of such Bond shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 213. BOOK ENTRY BONDS. (A) The Initial Bonds shall initially be issued in the form of fully-registered certificated Bonds in the name of the Initial Holder or its nominee. Notwithstanding any other provision of this Indenture, the Bonds are hereby authorized to be, and may be, converted to book entry form as Book Entry Bonds, with respect to which the

following procedures shall apply. Book Entry Bonds shall be originally issued only to a Depository to be held in a Book Entry System and: (1) the Book Entry Bonds shall be registered in the name of the Depository or its nominee, as Bondholder, and immobilized in the custody of the Depository; (2) unless otherwise requested by the Depository, there shall be a single Bond certificate for each Bond maturity; and (3) the Book Entry Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Section 213(B) hereof. While the Bonds are in book entry only form, Bonds in the form of physical certificates shall only be delivered to the Depository.

(B) For all purposes of this Indenture, except as provided in Section 213(D) hereof, the Depository shall be deemed to be holder of a Book Entry Bond and neither the Issuer, the Hospital nor the Trustee shall have any responsibility or obligation to the Beneficial Owner of such Bond or to any Direct Participant or Indirect Participant in such Depository. Without limiting the generality of the foregoing, neither the Issuer, the Hospital nor the Trustee shall have any responsibility or obligation to any such Direct Participant or Indirect Participant or to the Beneficial Owner of a Book Entry Bond with respect to (1) the accuracy of the records of the Depository or any participant with respect to any Beneficial Ownership Interest in such Book Entry Bond, (2) the delivery to any participant of the Depository, the Beneficial Owner of such Book Entry Bond or any other person, other than the Depository, of any notice with respect to such Book Entry Bond, including any notice of the redemption thereof, (3) the payment to any participant of the Depository, the Beneficial Owner of such Book Entry Bond or any other person, other than the Depository, of any amount with respect to the principal or Redemption Price of, or interest on, such Book Entry Bond or (4) any consent given or any other action taken by the Depository as Holder of the Book Entry Bonds.

(C) For all purposes of this Indenture, except as provided in Section 213(D) hereof, the Issuer and the Trustee shall treat the Depository of a Book Entry Bond as the absolute owner of such Book Entry Bond for all purposes, including (1) payment of Debt Service Payments on such Book Entry Bond, (2) giving notices of redemption and of other matters with respect to such Book Entry Bond, (3) registering transfers with respect to such Book Entry Bond, (4) the enforcement of remedies and (5) for all other purposes whatsoever. The Trustee shall pay all principal of, and premium, if any, and interest on, such Book Entry Bond only to or upon the order of the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Book Entry Bonds with respect to such principal of, premium, if any, and interest to the extent of the sum or sums so paid. No person other than the Depository shall receive a Book Entry Bond or other instrument evidencing the Issuer's obligation to make payments of the principal of, premium, if any, and interest thereon.

(D) The crediting of payments of Debt Service Payments on the Bonds and the transmittal of notices and other communications by the Depository to the Direct Participants in whose Depository account the Bonds are recorded, and such crediting and transmittal by Direct Participants to Indirect Participants or Beneficial Owners and by Indirect Participants to Beneficial Owners, are the respective responsibilities of the Depository and the Direct Participants and Indirect Participants and are not the responsibility of the Issuer or the Trustee; provided, however, that the Issuer and the Trustee understand that neither the Depository or its

nominee shall provide any consent requested of holders of Bonds pursuant to this Indenture, and that the Depository will mail an omnibus proxy (including a list identifying the Direct Participants) to the Issuer which assigns the Depository's, or its nominee's, voting rights to the Direct Participants to whose accounts at the Depository the Bonds are credited as of the record date for mailing of requests for such consents. Upon receipt of such omnibus proxy, the Issuer shall promptly provide such omnibus proxy (including the list identifying the Direct Participants attached thereto) to the Trustee, who shall then treat such Direct Participants as Bondholders for purposes of obtaining any consents pursuant to the terms of this Indenture.

(E) As long as any of the Bonds are registered in the name of a Depository, or its nominee, the Trustee agrees to comply with the terms and provisions of the Letter of Representations, including the provisions of the Letter of Representations with respect to any delivery of the Bonds to the Trustee, which provisions shall supersede the provisions of this Indenture with respect thereto.

(F) The Issuer, in its sole discretion, upon thirty (30) days prior written notice to the Trustee and without the consent of the Trustee or the beneficial owner of a Book Entry Bond or any other person, may terminate the services of the Depository with respect to a Book Entry Bond if the Issuer determines that (1) the Depository is unable to discharge its responsibilities with respect to such Book Entry Bond or (2) a continuation of the requirement that all of the Outstanding Bonds issued in book entry form be registered in the registration books of the Issuer in the name of the Depository, is not in the best interest of the beneficial owners of such Bonds, and the Issuer shall terminate the services of the Depository upon receipt by the Issuer and the Trustee of written notice from the Depository that it has received written requests that such Depository be removed from its participants having beneficial interests, as shown in the records of the Depository, in an aggregate amount of not less than fifty percent in principal amount of the then Outstanding Book Entry Bonds.

(G) Upon the termination of the services of a Depository with respect to a Book Entry Bond, or upon the resignation of a Depository with respect to a Book Entry Bond, the Issuer may attempt to have established a securities depository/book entry system relationship with another Depository under this Indenture. If the Issuer does not or is unable to do so, the Issuer and the Trustee, after the Trustee has made provision for notification of the Beneficial Owners by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository and shall authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee or to the Beneficial Owners. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing and delivering such replacement Bonds) of the Hospital. Such replacement Bonds shall be in the denominations specified in Section 209(A) hereof, with a minimum denomination of \$100,000. Upon registration of a Bonds in the name of the Beneficial Owner thereof as aforesaid, the Beneficial Owner of such Bond shall become the Holder of such Bond.

SECTION 214. ADDITIONAL BONDS. (A) So long as the Loan Agreement is in effect and no Event of Default exists thereunder or hereunder (and no event exists which, upon notice or lapse of time or both, would become an Event of Default thereunder or hereunder), and subject to the prior written consent of the Initial Holder during the Bank Loan Rate Period and the consent of

the Credit Facility Issuer, if any, during any other Rate Period, the Issuer may, upon a request from the Hospital complying with the provisions of this Section 214, issue one or more series of Additional Bonds to provide funds to pay any one or more of the following: (1) costs of completion of the Project Facility in excess of the amount in the Project Fund; (2) refunding or advance refunding any or all of the Bonds previously issued; (3) costs of making any modifications, additions or improvements to the Project Facility that the Hospital may deem necessary or desirable; or (4) costs of the issuance and sale of the Additional Bonds, capitalized interest, funding debt service reserves, and other costs reasonably related to any of the foregoing. Additional Bonds may mature at different times, bear interest at different rates and otherwise vary from the Initial Bonds authorized under Section 209 hereof, all as may be provided in the supplemental Indenture authorizing the issuance of such Additional Bonds.

(B) Prior to the execution of a supplemental Indenture authorizing the issuance of Additional Bonds, the Issuer must deliver the following documents to the Trustee:

(1) (a) if any of the Bonds are bearing interest at the Bank Loan Rate, such documents as shall be required by the Initial Holder; and (b) if any of the Bonds are in any other Interest Rate Mode, an amendment to the Reimbursement Agreement and the Credit Facility providing for issuance by the Credit Facility Issuer of a Qualifying Alternate Credit Facility in the aggregate principal amount of all Bonds of an applicable Series then Outstanding plus the principal amount of the proposed Additional Bonds, together with coverage of accrued interest on the Bonds of an applicable Series for 50 days (or such lesser amount as may be required by the Rating Service) if such Bonds bear interest at the Weekly Rate or for 210 days (or such lesser amount as may be required by the Rating Service) if such Bonds bear interest at the Semi-Annual Rate or the Long-Term Rate, together with a written opinion of counsel to the Credit Facility Issuer which shall state that the execution and delivery of such Qualifying Alternate Credit Facility by the Credit Facility Issuer has been duly authorized, executed and delivered by the Credit Facility Issuer and that the Qualifying Alternate Credit Facility, as amended, constitutes the legal, valid and binding obligation of the Credit Facility Issuer enforceable against the Credit Facility Issuer in accordance with its terms, subject to the standard exceptions with respect to bankruptcy laws, equitable remedies and specific performance;

(2) evidence that the Financing Documents, as amended or supplemented in connection with the issuance of the Additional Bonds, provide that (a) the Bonds referred to therein shall mean and include the Additional Bonds being issued as well as the Initial Bonds originally issued under this Indenture and any Additional Bonds theretofore issued, and (b) the Project Facility referred to in the Financing Documents includes any Additional Facilities being financed;

(3) a copy of the resolution of the board of directors of the Hospital, duly certified by the secretary or assistant secretary of the Hospital, which approves the issuance of the Additional Bonds and authorizes the execution and delivery by the Hospital of the amendments to the Financing Documents described in paragraphs (1) and (2) above;

(4) a written opinion of counsel to the Hospital which shall state that the execution and delivery by the Hospital of the amendments to the Financing Documents described

in paragraphs (1) and (2) above have been duly authorized, executed and delivered by the Hospital and that the Financing Documents, as amended, constitute legal, valid and binding obligations of the Hospital enforceable against the Hospital in accordance with their respective terms, subject to the standard exceptions with respect to bankruptcy laws, equitable remedies and specific performance;

(5) a copy of the resolution of the directors of the Issuer, duly certified by the secretary or assistant secretary of the Issuer, authorizing the issuance of the Additional Bonds and the execution and delivery by the Issuer of the amendments to the Financing Documents described in paragraph (2) above to be executed by the Issuer in connection therewith;

(6) an opinion of counsel to the Issuer stating that the supplements and amendments to the Financing Documents described above have been duly authorized and lawfully executed and delivered on behalf of the Issuer; that such amendments to the Financing Documents are in full force and effect and are valid and binding upon the Issuer; and that all conditions precedent provided for in this Indenture to the issuance, execution and delivery of the Additional Bonds have been complied with;

(7) an opinion of Bond Counsel stating that, in the opinion of such Bond Counsel, the Issuer is duly authorized and entitled to issue such Additional Bonds and that, upon the execution, authentication and delivery thereof, such Additional Bonds will be duly and validly issued and will constitute valid and binding special obligations of the Issuer, subject to the standard exceptions with respect to bankruptcy laws, equitable remedies and specific performance; and that the issuance of the Additional Bonds will not, in and of itself, adversely affect the validity of the Initial Bonds originally issued under this Indenture or any Additional Bonds theretofore issued or the exclusion of the interest payable on the Initial Bonds and any Additional Bonds theretofore issued as federally tax-exempt obligations from the gross income of the Holders thereof for federal income tax purposes;

(8) written evidence from each Rating Service, if any, by which the Bonds are then rated, to the effect that the issuance of such Additional Bonds will not, by itself, result in a reduction or withdrawal of the rating(s) on the Outstanding Initial Bonds applicable immediately prior to the issuance of the Additional Bonds;

(9) a written order to the Trustee executed by an Authorized Representative of the Issuer requesting that the Trustee authenticate and deliver the Additional Bonds to the purchasers therein identified;

(10) a certificate of the Chief Financial Officer of the Hospital evidencing that the issuance of such series of Additional Bonds complies with this Section 214; and

(11) such other documents as the Trustee may reasonably request.

(C) Each series of Additional Bonds shall be equally and ratably secured under this Indenture with the Initial Bonds issued on the Closing Date and with all other series of Additional Bonds, if any, previously issued under this Indenture, without preference, priority or distinction of any Bond over any other Bond.

(D) Except as otherwise provided herein, the consent of the Holders of the Bonds shall not be required prior to the issuance of Additional Bonds, or to the execution and delivery of any amendments to the Financing Documents required in connection therewith. The Trustee shall, however, mail notice to the Holders of the Bonds and each Rating Service, if any, by which the Bonds are then rated of the proposed issuance of the Additional Bonds, detailing, at least, the aggregate principal amount of such Additional Bonds, and summarizing the nature of the amendments to the Financing Documents proposed to be executed in connection therewith.

SECTION 215. THE BANK LOAN RATE; ADVANCE OF BOND PROCEEDS; INCREASED COSTS TO INITIAL HOLDER; CONVERSION FROM THE BANK LOAN RATE. (A) The Initial Bonds shall bear interest at the Bank Loan Rate from the date of original issuance of the Initial Bonds. Notwithstanding anything to the contrary in this Indenture, during the Bank Loan Rate Period, the Initial Bonds shall bear interest at the Bank Loan Rate as determined by the Initial Holder and in effect for the Bank Loan Rate Period. During the Bank Loan Rate Period, the following provisions shall apply to the Initial Bonds.

(B) Through and including the Bank Loan Rate Expiration Date, the unpaid aggregate principal amount of the Initial Bonds shall bear interest at the Bank Loan Rate. Upon the occurrence and continuation of an Event of Default hereunder, the Initial Bonds will bear interest at the Default Interest Rate and upon the occurrence and continuation of an Event of Taxability, the Initial Bonds shall bear interest at the Taxable Rate.

(1) If at any time after the Closing Date the introduction of or any change in any Applicable Law, regulation or treaty, or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof, shall make it unlawful to maintain the Bank Loan Rate (a "Change in Law"), then upon receipt by the Hospital and the Issuer of written notice to that effect from the Initial Holder, the Bank Loan Rate for the Initial Bonds shall automatically be converted to the Taxable Rate until such time as the situation described in this subsection is no longer in effect.

(2) Upon the occurrence of an Event of Taxability, the Bank Loan Rate on the Initial Bonds shall automatically be converted to the Taxable Rate and the Initial Bonds shall be subject to mandatory redemption pursuant to Section 301(E) hereof.

(3) Upon the occurrence of an Event of Default, the Bank Loan Rate shall automatically be converted to the Default Interest Rate and shall be payable on demand by the Issuer to the Initial Holder.

(4) For any payment of principal or interest not made within ten (10) days of the due date of such payment, the Issuer shall pay to the Initial Holder a late fee (a "Late Fee") equal to four percent (4%) of the amount of such payment.

(C) Increased Costs, Capital Adequacy and Change in Bank Loan Rate.

(1) The Hospital and the Issuer acknowledge and agree that the cost to the Initial Holder of maintaining the Initial Bonds may fluctuate and the Hospital and Issuer have agreed to pay the Initial Holder additional amounts to compensate the Initial Holder for any

increase in its actual costs incurred in maintaining the Initial Bonds or for the reduction of any amounts received or receivable from the Hospital as a result of:

(a) after the date hereof, any change in any Applicable Law, regulation or treaty, or in the interpretation or administration thereof, or by any domestic or foreign court, (i) changing the Corporate Federal Income Tax Factor, (ii) changing the basis of taxation of payments under this Indenture to Initial Holder, (iii) imposing, modifying or applying any reserve, special deposit or similar requirement against assets of, deposits in or for the account of, credit extended by, or any other acquisition of funds for loans by Initial Holder (which includes the Initial Bonds or any applicable portion thereof), or (iv) if the Initial Holder shall have determined that after the Closing Date, the adoption of any Applicable Law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged by Applicable Law with the interpretation or administration thereof, or compliance by the Initial Holder or the parent corporation thereof with any request or directive regarding capital adequacy (whether or not having the force of Applicable Law) of any such Governmental Authority, central bank, or comparable agency, has or could have the effect of reducing the rate of return on the capital or assets of such Initial Holder or the parent corporation thereof as a consequence of the commitments or obligations of the Initial Holder to a level below that which the Initial Holder or the parent corporation thereof would have achieved but for such adoption, effectiveness, change or compliance, provided that the result of the foregoing is to increase the cost to Initial Holder of maintaining the Initial Bonds or any portion thereof or to reduce the amount of any sum received or receivable from the Hospital by Initial Holder hereunder; then, from time to time, the Hospital and the Issuer, at the sole expense of the Hospital, have agreed to pay to the Initial Holder such additional amounts as will compensate the Initial Holder for such increase in its costs or reduction of any amounts hereunder with respect to any portion of the Initial Bonds outstanding.

(2) Any amount payable by the Issuer described in Section 215(C)(1) shall be paid within thirty (30) days of receipt by Hospital and the Issuer of a certificate (an "Adjustment Certificate") signed by an authorized officer of the Initial Holder setting forth the amount due and the basis for the determination of such amount, which statement shall be conclusive and binding upon the Issuer and the Hospital, absent manifest error. Failure on the part of Initial Holder to demand payment from Issuer or the Hospital for any such amount attributable to any particular period shall not constitute a waiver of Initial Holder's right to demand payment of such amount for any subsequent or prior period. The Initial Holder shall use reasonable efforts to deliver to the Issuer and the Hospital prompt notice of any event described in Section 215(C)(1) above, of the amount of the reserve and capital adequacy payments, or change in the yield received by the Initial Holder, resulting therefrom and the reasons therefor and of the basis of calculation of such amount; provided, however, that any failure by Initial Holder so to notify the Issuer or the Hospital shall not affect Issuer's or the Hospital's obligation to pay, at the sole expense of the Hospital, the reserve and capital adequacy payment, or change in yield, resulting therefrom.

(3) If by reason of a Change in Law occurring after the date hereof, the Issuer is required by such Change in Law to make any deduction or withholding in respect of any taxes, duties or other charges from any payment due under the Initial Bonds, the sum due from Issuer in

respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Initial Holder receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

(D) With respect to any outstanding Initial Bonds during the Bank Loan Rate Period, if at any time the rate of interest under this Section 215, or the Default Interest Rate, as applicable (the "Uncapped Rate"), exceeds the maximum rate permitted by Applicable Law (the difference between the Uncapped Rate and the maximum rate permitted by Applicable Law being the "Excess Interest"), then all such Initial Bonds shall continue to bear interest at the maximum rate permitted by Applicable Law, until the first to occur of (i) the indefeasible payment in full of all of the Initial Bonds and (ii) the payment of interest on such Initial Bonds in an aggregate amount equal to the amount of interest that would have been payable thereon at the Uncapped Rate. However, and notwithstanding any subsequent reduction in the Bank Loan Rate or Default Interest Rate (as applicable), the Initial Bonds shall, to the maximum extent permitted by Applicable Law, bear interest, from and after the date on which any Excess Interest is accrued, at the maximum rate permitted by Applicable Law.

(E) If the Hospital desires to cause the Conversion of the Interest Rate Mode of any Series of the Initial Bonds from the Bank Loan Rate to another Interest Rate Mode, the following procedures shall apply thereto:

(1) On the Bank Loan Rate Expiration Date, the Interest Rate Mode for the Initial Bonds is subject to Conversion from the Bank Loan Rate to a different Interest Rate Mode from time to time in whole (and not in part) at the option of the Hospital, such right to be exercised by notifying the Trustee, the Initial Holder, the Tender Agent, the Issuer and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the effective date of such proposed Conversion. Such notice shall specify (a) the effective date of the Conversion, (b) the proposed Interest Rate Mode, (c) if the Conversion is to the Long-Term Rate, the end of the Long-Term Rate Period and what the interest rate for the proposed Long-Term Rate Period would have been if such rate had been determined immediately prior to the mailing of such notice and (d) if such Conversion is conditional, the interest rate limitations established by the Hospital. The notice must be accompanied by (i) an opinion of Independent Counsel stating that the Conversion is lawful under the Act and permitted by this Indenture, (ii) an opinion of Bond Counsel stating that the Conversion will not, in and of itself, adversely affect the exclusion of interest on the Initial Bonds from gross income for federal income tax purposes, (iii) if a Credit Facility will be held by the Trustee after such Conversion, evidence that such Credit Facility has been obtained in accordance with and upon compliance with the provisions and requirements specified in Section 408(F) hereof for an Alternate Credit Facility, and (iv) if a Credit Facility will be held by the Trustee after such Conversion, an opinion of reputable bankruptcy counsel (which may be counsel to the Hospital) stating that payments of principal and interest on such Initial Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the Bankruptcy Code. Any Conversion by the Hospital of the Interest Rate Mode to the Long-Term Rate may be made conditional on the initial interest rate determined for such Interest Rate Mode being within certain limits established by the Hospital in the notice referred to above. The Remarketing Agent shall establish what

would be the interest rate for the proposed Interest Rate Mode in accordance with Section 209(C) hereof. If the interest rate so established by the Remarketing Agent is not within the limits established, then such Conversion may be canceled by the Hospital, in which case the Hospital's notice of Conversion shall be of no effect, the terms of such Initial Bonds shall continue as they were prior to the proposed Conversion and such Initial Bonds shall not be subject to any mandatory purchase pursuant to Section 304(B) hereof. Notice of such cancellation shall be given promptly to all Bondholders of such Initial Bonds. Notwithstanding anything to the contrary herein, the cancellation of any Conversion described in this Section 215(E) hereof shall not relieve the Hospital from the mandatory purchase requirements set forth in Section 304(C) hereof.

(2) Any Conversion of the Interest Rate Mode for the Initial Bonds pursuant to Section 215(E)(1) above must comply with the following:

(a) the Conversion Date must be an Interest Payment Date which is a date on which the Initial Bonds are subject to extraordinary optional redemption pursuant to Section 301(A) or optional redemption pursuant to Section 301(A) or Section 301(B) hereof;

(b) the Conversion Date must be a Business Day;

(c) the Hospital shall have appointed a Remarketing Agent and, if necessary, provided the Trustee with a Credit Facility; and

(d) the Credit Facility, if any, to be held by the Trustee must cover accrued interest for the Initial Bonds for 50 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Weekly Rate, or for 210 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Semi-Annual Rate or the Long-Term Rate.

(3) The Trustee shall notify the Bondholders of each Conversion by first class mail, postage prepaid, at least 30 days but not more than 60 days before the Conversion Date. Each such notice shall state: (a) that the Interest Rate Mode will be converted and what the new Interest Rate Mode will be; (b) the Conversion Date; (c) if the Conversion is to the Long-Term Rate, whether the conversion is conditional and, if conditional, the interest rate limitations set by the Hospital; and (d) that such Initial Bonds will be subject to mandatory purchase on the Conversion Date in accordance with Section 304(B). If the Conversion is to the Long-Term Rate, the notice will also state the information required by Section 209(E)(3). Any notice provided under this Section 215(E)(3) shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Bonds on a Conversion Date as set forth in Section 304(B) hereof.

(4) Notwithstanding any provision of this Section 215, the Interest Rate Mode shall not be converted (a) if the Remarketing Agent has not determined the initial interest rate for the new Interest Rate Mode in accordance with this Section 215, (b) if the Trustee shall receive written notice prior to such Conversion that any opinion or resolution required under Section 215(E)(1) has been rescinded or (c) prior to the Bank Loan Rate Expiration Date for such Series.

If the Trustee shall have sent any notice to the Bondholders regarding a Conversion of the Interest Rate Mode under Section 215(E)(3), the Trustee shall promptly notify all Bondholders of such Series of such rescission and the cancellation of any mandatory purchase pursuant to Section 304(B) hereof.

[Balance of page left blank]

ARTICLE III

REDEMPTION AND PURCHASE OF BONDS PRIOR TO MATURITY; REMARKETING

SECTION 301. REDEMPTION OF BONDS PRIOR TO MATURITY. (A) The Bonds are subject to redemption prior to maturity (1) as a whole, without premium, as provided in Section 406 hereof, in the event of (a) a taking in Condemnation of, or failure of title to, all or substantially all of the Project Facility, (b) damage to or destruction of part or all of the Project Facility and election by the Hospital to redeem the Bonds in accordance with Section 7.1 of the Loan Agreement, (c) a taking in Condemnation of part of the Project Facility and election by the Hospital to redeem the Bonds in accordance with Section 7.2 of the Loan Agreement, or (d) the abandonment of any material phase of the Project Facility due to the failure to remove any legal or regulatory impediments to obtaining the authority to commence construction of such phase of the Project Facility on or before January 1, 2019 as provided in Section 2.2(L) of the Loan Agreement, subject, however, to the extension of such date by written agreement between the Hospital and the Initial Holder on notice to the Trustee and the Issuer or (2) in part, without premium, (a) as provided in Section 406(G) hereof, in the event that (i) excess moneys remain in the Insurance and Condemnation Fund following damage or condemnation of a portion of the Project Facility and completion of the repair, rebuilding or restoration of the Project Facility by the Hospital, and (ii) such moneys are not paid to the Hospital pursuant to Section 406(G) hereof; (b) excess recoveries from contractors are applied to redeem Bonds pursuant to Section 4.6 of the Loan Agreement; or (c) as provided in Section 404(E) hereof, in the event that excess moneys remain in the Project Fund following completion of the Project Facility and final payment of incurred and unpaid items of the Cost of the Project. In any such event, the Bonds shall be redeemed, as a whole or in part, as the case may be, in the manner provided in this Article III, at such time as the Trustee determines, at a Redemption Price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(B) (1) Whenever the Interest Rate Mode for the Bonds is the Bank Loan Rate, the Bonds shall be subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the Hospital, by exercise of its right to prepay the payments payable under the Loan Agreement as provided in Section 5.3 of the Loan Agreement, after the first anniversary of the Closing Date, in whole on any date or in part on any Interest Payment Date, in an amount equal to no less than \$100,000 in the manner provided in this Article III, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, plus a prepayment premium in connection with the Bonds being redeemed equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

(2) Whenever the Interest Rate Mode for a Series of the Bonds is the Weekly Rate or the Semi-Annual Rate, the Bonds of such Series shall be subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the Hospital, by exercise of its right to prepay the payments payable under the Loan Agreement as provided in Section 5.3 of the Loan Agreement, in whole on any date or in part on any Interest Payment Date, in denominations of \$250,000 or integral multiples in excess thereof except for one necessary odd denomination, in

the manner provided in this Article III, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(3) Whenever the Interest Rate Mode for a Series of the Bonds is the Long-Term Rate, the Bonds of such Series shall be subject to redemption prior to the end of the then current Long-Term Rate Period at the option of the Issuer, upon the direction of the Hospital, at any time during the redemption periods and at the redemption prices set forth below, plus interest accrued to the redemption date (which redemption price and accrued interest shall be paid only from Available Moneys):

(i) If the duration of the Long-Term Rate Period is five years or less, Bonds shall not be eligible for optional redemption at any time during the Long-Term Rate Period.

(ii) If the duration of the Long-Term Rate Period is greater than five years, Bonds may be optionally redeemed, with the redemption period beginning on that date which marks the expiration of one-half (1/2) of the Long-Term Rate Period, or, if such day is not a Business Day, the next succeeding Business Day. The redemption price, expressed as a percentage of principal amount, shall be 102% declining by 1% on each succeeding anniversary of the first day of the redemption period until reaching 100% and thereafter 100%.

If, at the time of the Issuer's notice of Conversion of the Interest Rate Mode for a Series of the Bonds to the Long-Term Rate pursuant to Section 209(F) hereof, the Issuer provides a certification of the Remarketing Agent to the Trustee and the Issuer that the foregoing schedule is not consistent with prevailing market conditions, the foregoing redemption periods and redemption prices may be revised, effective as of the Conversion Date, as determined by the Remarketing Agent in its judgment, taking into account the then prevailing market conditions, as stipulated in such certification, which shall be appended by the Trustee to its counterpart of this Indenture.

(C) While in an Interest Rate Mode other than the Bank Loan Rate, the Bonds are also subject to redemption prior to maturity upon receipt by the Trustee of a written notice from the Bank of the occurrence and continuance of a default by the Hospital under the Reimbursement Agreement and the Bank's election to compel redemption of the Bonds. In such event, the Bonds shall be redeemed, as a whole, in the manner provided in this Article III, on the earliest date for which the Trustee can give notice of redemption pursuant to Section 303 hereof, at a Redemption Price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(D) So long as a Credit Facility is then held by the Trustee, the Trustee shall only call Bonds for optional redemption if it has Available Moneys in the Redemption Premium Account of the Bond Fund or will receive Available Moneys from the proceeds of refunding bonds or from drawings under the Credit Facility, in the aggregate, sufficient to pay the redemption price of the Bonds to be called for redemption, plus accrued interest thereon.

(E) Mandatory Redemption Upon Event of Taxability. The Initial Bonds shall be redeemed in whole as soon as practicable after the occurrence of an Event of Taxability and the

receipt by the Trustee of written notice from any Holder or the Hospital of the occurrence of an Event of Taxability (but in no event later than one hundred twenty (120) days following the date a responsible officer of the Trustee is notified of an Event of Taxability pursuant to this subsection) at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(F) In the event of any partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee not more than sixty (60) days prior to the redemption date in inverse order of maturity, and within each maturity by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Pledged Bonds prior to any other method of selection. The Trustee shall apply any partial redemption payments (other than a scheduled mandatory redemption) to the schedule of mandatory redemption in inverse order of maturity. The Trustee shall treat any Bond of a denomination greater than \$5,000 as representing that number of separate Bonds each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Bond by \$5,000; provided that at any time, no \$5,000 portion of a Bond shall be redeemed if it results in the unredeemed portion of the Bond being less than \$250,000.

SECTION 302. HOSPITAL'S ELECTION TO REDEEM. (A) The Hospital shall give written notice to the Trustee, a Bank, if any, the Initial Holder (during the Bank Loan Rate Period) and the Issuer of its election to cause redemption of Bonds prior to maturity pursuant to subsections (A) and (B) of Section 301 hereof and of the redemption date.

(B) In the event of an election by the Hospital to redeem a Series of the Bonds pursuant to Section 301(B)(2) hereof, such notice shall be given at the time the Hospital delivers to the Trustee either (1) the prepayment of payments described in Section 5.3 of the Loan Agreement with which the Bonds are to be redeemed, or (2) the assurance from the Bank that the Letter of Credit may be drawn upon to pay the redemption price of the Bonds, and the redemption date specified in such notice shall be deemed to be (notwithstanding the actual date set forth therein) the first Interest Payment Date more than thirty (30) days after such payment or assurance, as the case may be, is received by the Trustee.

SECTION 303. NOTICE OF REDEMPTION; PAYMENT OF REDEEMED BONDS. (A) Notice of the intended redemption of each Bond subject to redemption shall be given by the Trustee one time by first class mail postage prepaid to the registered Owner of such Bond at the address of such Owner shown on the Trustee's bond register and to the Bank at its address set forth in Section 1103 hereof. All such redemption notices shall be given not more than 60 days prior nor less than 30 days prior to the date fixed for redemption. A follow-up notice shall be given by the Trustee by registered or certified mail to each registered owner who has not submitted a Bond subject to redemption within 90 to 120 days following the redemption date. The Trustee shall call Initial Bonds for redemption as provided in Section 301(E) hereof as soon as practicable (but in no event more than one hundred twenty (120) days following the date a responsible officer of the Trustee is notified of an Event of Taxability pursuant to Section 301(E) hereof) without the need for further direction from the Issuer or the Hospital. Each notice shall specify the Redemption Price, the principal amount of the Bonds to be redeemed, the numbers of the Bonds to be redeemed if less than all of the Bonds are to be redeemed, the redemption date

and the place or places where amounts due upon such redemption will be payable. Such notice shall further state that payment of the applicable Redemption Price plus accrued interest to the redemption date will be made upon presentation and surrender of the Bonds or portions thereof to be redeemed; that upon presentation and surrender to the Trustee of any Bond being redeemed in part, a new Bond in the principal amount of the unredeemed portion of such Bond will be issued; and that the Bonds or portions thereof so called for redemption will be deemed redeemed and will cease to bear interest on the specified redemption date, provided that non-preference moneys for their redemption have been duly deposited in the Bond Fund; and, except for the purpose of payment, that such Bonds will no longer be protected by this Indenture. The failure to give any such notice, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure to give notice, or defect therein, has occurred. Notwithstanding anything herein to the contrary, the Trustee shall not give any notice under this Section 303 in the case of an optional redemption pursuant to Section 301(B) hereof requiring the payment of a premium upon such redemption unless the Hospital shall have complied with the provisions of Section 302(B) hereof.

(B) After notice shall have been given in the manner provided in Subsection (A) above, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date so designated. Upon presentation and surrender of such Bonds at the Office of the Trustee, such Bonds shall be paid at the Redemption Price for such Bonds, plus accrued interest to the redemption date. If there shall be selected for redemption less than all of a Bond, the Issuer shall, upon the surrender of such Bond and with no charge to the Owner thereof, (1) pay the Redemption Price of the principal amount thereof called for redemption, and (2) cause the Trustee to authenticate and deliver for the unredeemed balance of the principal amount of such Bond so surrendered a fully registered Bond of like maturity in any of the authorized denominations.

(C) If, on the redemption date, moneys for the redemption of all Bonds or portions thereof to be redeemed, in an amount equal to the principal of such Bonds or portions thereof to be redeemed, together with any premium due thereon and interest thereon to the redemption date, shall be held by the Trustee so as to be available therefor on such date, the Bonds or portions thereof so called for redemption shall cease to bear interest, and such Bonds or portions thereof shall no longer be Outstanding under this Indenture or be secured by or be entitled to the benefits of this Indenture. If such moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall remain Outstanding under this Indenture and shall continue to be secured by and be entitled to the benefits of this Indenture until paid.

(D) Notwithstanding any other provision of this Indenture, any notice of redemption given with respect to a book-entry bond shall comply with the requirements for notice contained in the Letter of Representations from the Issuer to the Depository relating to such book-entry bond. Failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond. Notices of such redemptions shall also be mailed to the Remarketing Agent, the Tender Agent and the Credit Facility Issuer, if any (and the Rating Service, if the Bonds are then rated by a Rating Service). Any such notice shall be given in the name of the Hospital, shall identify the Bonds to be redeemed (and, in the

case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price and when any interest accrued to the redemption date will be payable, and shall state that on the redemption date the redemption price of the Bonds called for redemption will be payable at the principal corporate trust office of the Trustee and/or of one or more Paying Agents and from that date interest will cease to accrue. The Trustee shall at all reasonable times make available to any interested party complete information as to Bonds which have been redeemed or called for redemption.

(E) If at the time of mailing of notice of any optional redemption in connection with a refunding of the Bonds the Hospital shall not have deposited with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional in that it is subject to the deposit of the proceeds of refunding bonds with the Trustee not later than the redemption date, and such notice and such optional redemption shall be of no effect unless such moneys are so deposited.

(F) Notice of any redemption hereunder with respect to Bonds held under a book entry system shall be given by the Registrar or the Trustee only to the Depository, or its nominee, as the holder of such Bonds. Selection of book entry interests in the Bonds called for redemption is the responsibility of the Depository and any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its contents or effect will not affect the validity of such notice or any proceedings for the redemption of such Bonds.

SECTION 304. PURCHASE OF BONDS ON DEMAND; MANDATORY PURCHASE.

(A) The Bonds are subject to purchase on demand of the Holder thereof, as follows:

(1) If the Interest Rate Mode for a Series of the Bonds is the Weekly Rate, any Bond of such Series shall be purchased on the demand of the owner thereof, on any Business Day at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, to the Purchase Date, upon written notice to the Tender Agent, at its Principal Office on or before 4:00 p.m. (New York City time) on a Business Day not later than the 7th calendar day prior to the Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and the Trustee with Immediate Notice of the receipt of the notice referred to in the preceding paragraph. Upon its receipt of such Immediate Notice from the Tender Agent, the Remarketing Agent shall promptly provide the Hospital with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(2) If the Interest Rate Mode for a Series of the Bonds is the Semi-Annual Rate, any Bond of such Series shall be purchased, on the demand of the owner thereof, on any Interest Payment Date for a Semi-Annual Rate Period at a Purchase Price equal to the principal amount thereof, upon written notice to the Tender Agent, at its Principal Office on a Business

Day not later than the 8th Business Day prior to such Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and Trustee with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(3) Bonds shall not be purchased upon the demand of the owner thereof during any Long-Term Rate Period in whole or in part. At the end of each Long-Term Rate Period, the Bonds shall be subject to mandatory purchase as set forth in Section 304(B) hereof.

(4) Notwithstanding any other provision of this Section 304(A), the Holder of a Bond may demand purchase of a portion of such Bond only if the portion to be purchased and the portion to be retained by the Holder will be in authorized denominations.

(B) The Bonds are subject to mandatory purchase on each Conversion Date and upon failure to extend a Credit Facility or provide an Alternate Credit Facility, as follows (provided, however, that mandatory purchase upon Conversion from the Bank Loan Rate shall be governed by Section 304(C) hereof):

(1) The Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, thereon to the Purchase Date on each Conversion Date for any Conversion of such Series of Bonds.

(2) While a Series of the Bonds bear interest at the Weekly or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is extended or replaced prior to its expiration with an Alternate Credit Facility issued by the then current Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility.

(3) While a Series of the Bonds bear interest at the Long-Term Rate and the Bonds of such Series are subject to optional redemption by the Issuer pursuant to Section 301(B) hereof, the Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus the redemption premium, if any, which would be payable under Section 301(B) hereof if the Bonds were redeemed on the Purchase Date, plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is replaced prior to its expiration with a Qualifying Alternate Credit Facility. Any premium to be paid in connection with such mandatory purchase, if not covered by the then current Credit Facility, shall be paid from Available Moneys deposited by the Issuer into

the Redemption Premium Account of the Bond Fund. If there are no such Available Moneys, the then current Credit Facility may not be replaced unless replaced with a Qualifying Alternate Credit Facility. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility. While a Series of Bonds bear interest at the Long-Term Rate, but are not yet subject to optional redemption by the Issuer pursuant to Section 301(B) hereof, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility), the Hospital must replace the then current Credit Facility with a Qualifying Alternate Credit Facility. While a Series of the Bonds bear interest at the Long-Term Rate but are not yet subject to optional redemption pursuant to Section 301(B) hereof, the Bonds of such Series shall not be subject to mandatory purchase under this Section 304(B)(2) hereof. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration or replacement of the then current Credit Facility.

(4) While a Series of the Bonds bear interest at the Weekly Rate or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date upon any replacement, removal or other substitution of the Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date on which the change in Credit Facility is to become effective.

(5) Notice of any mandatory purchase pursuant to this Section 304(B) shall be given by the Trustee thirty (30) days prior to the date of purchase in the same manner as a notice of redemption pursuant to Section 303 hereof; provided that failure to receive notice by mailing, or any defect in that notice, as to any Bond shall not affect the validity of the proceedings for the purchase of any other Bond.

(6) As provided in Section 408 hereof, in order to avoid the mandatory purchase of the Bonds, the then current Credit Facility must be replaced within the time set forth in Section 408(G) hereof.

(C) The Purchase Price of any Bond purchased pursuant to this Section 304 (including any mandatory purchase upon the Bank Loan Rate Expiration Date) shall be payable upon delivery of such Bond to the Tender Agent in accordance with Section 5.1(A)(2) of the Loan Agreement; provided that such Bond must be delivered to the Tender Agent on or prior to 11:00 a.m. (New York City time) for payment by the close of business on the Purchase Date in immediately available funds; provided, however, that if the Purchase Date is not a Business Day, the Purchase Price shall be payable on the next succeeding Business Day.

(D) Any Bond delivered for payment of the Purchase Price shall be accompanied by an instrument of transfer thereof in form satisfactory to the Tender Agent executed in blank by the Holder thereof and with all signatures guaranteed by a participant in a signature guarantee program as provided by 12 C.F.R. 240.17(A)(d)-15. The Tender Agent may refuse to accept delivery of any Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the Purchase Price of such Bond until a satisfactory instrument is delivered.

(E) The Tender Agent shall hold all Bonds delivered for purchase pursuant to this Section 304 hereof in trust for the benefit of the Holders thereof until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Holders, and thereafter shall deliver such Bonds to the purchasers thereof. All amounts received by the Trustee from a drawing under a Credit Facility for the purchase of Bonds shall be transferred immediately to the Tender Agent. The Tender Agent shall also hold all such amounts from a drawing under a Credit Facility that the Tender Agent shall have received from the Trustee in a separate and segregated account pending payment of the Purchase Price of Bonds as set forth in Section 306 hereof and neither the Issuer, the Hospital, any Affiliate of the Issuer, nor any Insider of any of them shall have any right to take, control or receive the moneys and investments therein.

(F) IN THE EVENT OF A FAILURE BY AN OWNER OF BONDS REQUIRED TO BE TENDERED TO DELIVER ITS BONDS ON OR PRIOR TO THE CONVERSION DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE ON OR SUBSEQUENT TO THE CONVERSION DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED BONDS, AND ANY SUCH UNDELIVERED BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THIS INDENTURE, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(G) No purchase of Bonds pursuant to this Section 304 shall be deemed to be a payment or redemption of such Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

SECTION 305. REMARKETING OF BONDS. (A) Upon the receipt by the Remarketing Agent of any notice pursuant to Section 304(A) hereof, the Remarketing Agent, subject to the terms of the Remarketing Agreement, shall offer for sale, and shall use its best efforts to sell (other than to the Issuer, the Hospital or their affiliates), the Bonds in respect of which such notice has been given. Unless otherwise instructed by the Issuer or the Hospital, the Remarketing Agent will offer for sale and use its best efforts to sell any Bonds purchased pursuant to Section 304(B) and Section 304(C) hereof. Any such Bonds shall be offered: (1) at 100% of the principal amount thereof, plus interest accrued, if any, to the Purchase Date, and (2) pursuant to terms calling for payment of the Purchase Price on such Purchase Date against delivery of such Bonds; provided that the Remarketing Agent shall not sell any Bond if the amount to be received from the sale of such Bond (including accrued interest, if any) plus the amount available to be drawn by the Trustee under the Credit Facility with respect to the Available Moneys available to the Trustee for such purpose is less than the Purchase Price (including accrued interest, if any) to be paid for such Bond. The Remarketing Agent shall direct any person to whom such Bonds (or authorized portions thereof) are remarketed pursuant to this Section to deliver the Purchase Price thereof in immediately available funds to the Trustee at its principal office on or before 10:00 a.m. (New York City time) on the Purchase Date. Upon receipt and pending disbursement thereof, the Trustee shall deposit such moneys in the Remarketing Proceeds Account. The Trustee, the Tender Agent or the Credit Facility Issuer may purchase any Bonds offered pursuant to this Section 305 for its own account. Each of the Issuer and the Hospital acknowledges that it shall

have no interest in any proceeds of the remarketing of Bonds, all of which shall be held in trust by the Trustee or the Tender Agent for the sole benefit of the Holders of the Bonds and, to the extent that the Holders have been paid with draws on the Credit Facility, for the benefit of the Credit Facility Issuer. The Remarketing Agent shall, no later than 10:30 a.m. on the Purchase Date, give oral or telephonic notice to the Tender Agent and the Trustee of the Bonds remarketed pursuant to this Section and the Purchase Date therefor, such notice to be promptly confirmed by telex, telegram or telecopier to the Hospital and the Credit Facility Issuer.

(B) The Remarketing Agent shall, subject to the terms of the Remarketing Agreement, offer for sale, and use its best efforts to sell, on behalf of the Issuer, Bonds held pursuant to Section 308 hereof. Any such Bonds shall be offered at 100% of the principal amount thereof, plus interest accrued to the sale date.

SECTION 306. PURCHASE OF BONDS; UNDELIVERED BONDS. (A) On each date Bonds are to be purchased pursuant to Section 304 hereof, the Tender Agent shall purchase, but only from the funds listed below, such Bonds from the owners thereof. Funds for the payment of such Purchase Price shall be derived from the following sources in the order of priority indicated, provided that funds derived from Section 306(A)(1) and Section 306(A)(2) hereof shall not be combined with funds derived from Section 306(A)(3) hereof to purchase any one Bond (or authorized denomination thereof):

(1) Proceeds deposited in the Remarketing Proceeds Accounts from the remarketing of such Bonds to persons other than the Issuer, the Hospital, or Affiliates of the Hospital or any person constituting an Insider of the Hospital (exclusive of any premium) pursuant to Section 305(A);

(2) Available Moneys furnished by the Trustee to the Tender Agent representing proceeds of a drawing by the Trustee under the Credit Facility, if any; and

(3) Available Moneys deposited by the Issuer or the Hospital into the Redemption Premium Account, if necessary, to pay any premium included in the Purchase Price;

(4) Moneys paid by the Hospital to pay the Purchase Price furnished by the Trustee to the Tender Agent.

(B) In the event that any holder of a Bond who shall have given notice demanding purchase pursuant to Section 304(A) hereof, or which is subject to mandatory purchase pursuant to Section 304(B) hereof, shall fail to deliver such Bond to the Tender Agent at the place and on the applicable date and time specified, or shall fail to deliver such Bond properly endorsed, such Bond shall constitute an Undelivered Bond. If funds in the amount of the Purchase Price of the Undelivered Bond are available for payment to the holder thereof on the date and at the time specified, then, from and after the date and time of that required delivery, (1) the Undelivered Bond shall no longer be deemed to be Outstanding under this Indenture; (2) interest shall no longer accrue thereon; and (3) funds in the amount of the Purchase Price of the Undelivered Bonds shall be held by the Tender Agent, without liability for interest thereon, for the benefit of the Holder thereof (and in no event for the benefit of the Issuer, the Hospital, their affiliates, the

Remarketing Agent, the Tender Agent or any other party). The Issuer, the Hospital and their affiliates shall have no interest in the moneys held by the Tender Agent. Any funds held by the Tender Agent as described in clause (3) of the preceding sentence shall be held uninvested. Any moneys deposited with and held by the Tender Agent not so applied to the payment of Bonds, if any, within two years after the Purchase Date of such Bonds shall be paid by the Tender Agent to the Hospital and thereafter the former Holders of such Bonds shall be entitled to look only to the Hospital for payment, and then only to the extent of the amount so repaid, and the Hospital shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 307. DELIVERY OF REMARKETED OR PURCHASED BONDS. (A) Bonds and Beneficial Ownership Interests purchased pursuant to Section 306 hereof shall be delivered as follows:

(1) Bonds sold by the Remarketing Agent to persons or entities other than the Issuer or the Hospital shall be delivered to the purchasers thereof. With respect to Beneficial Ownership Interests sold by the Remarketing Agent pursuant to Section 305 hereof, the Remarketing Agent and the Trustee shall take such actions as may be necessary to reflect the transfer of such Beneficial Ownership Interests to the purchasers thereof in the Book Entry System maintained by the Depository.

(2) Bonds purchased or to be purchased with moneys described in Section 306(A)(2) hereof shall be delivered to the Tender Agent to be held pursuant to Section 308 hereof. With respect to Beneficial Ownership Interests purchased with moneys described in Section 306(A)(2) hereof, the Remarketing Agent and the Trustee shall take such actions as may be necessary to reflect the transfer of such Beneficial Ownership Interests to the purchasers thereof in the Book Entry System maintained by the Depository.

(3) Bonds purchased with moneys described in Section 306(A)(4) hereof shall, at the direction of the Hospital, be (a) delivered to or held by the Tender Agent for the account of the Hospital, (b) delivered to the Trustee for cancellation or (c) delivered to the Hospital. With respect to Beneficial Ownership Interests purchased with moneys described in Section 306(A)(4) hereof, the Remarketing Agent and the Trustee shall take such actions as may be necessary to reflect the transfer of such Beneficial Ownership Interests to the purchasers thereof in the Book Entry System maintained by the Depository.

(B) If, on any date prior to the release of Bonds held by or for the account of the Hospital pursuant to Section 307(A)(3) hereof, all Bonds are called for redemption pursuant to Section 301 hereof or an acceleration of the Bonds pursuant to Section 602 hereof occurs, such Bonds shall be deemed to have been paid and shall thereupon be canceled by the Trustee.

(C) Bonds or Beneficial Ownership Interests (other than Bonds pledged to the Credit Facility Issuer) delivered as provided in this Section shall be registered (or recorded through the Depository) in the manner directed by the recipient thereof.

SECTION 308. BONDS PLEDGED TO THE CREDIT FACILITY ISSUER. The Bond Registrar shall register (or the Depository shall record) in the name of the Hospital any Bonds

delivered to the Tender Agent pursuant to Section 307(A)(2) hereof. Thereafter, the Tender Agent shall hold such Bonds unless and until the Tender Agent shall have received from the Credit Facility Issuer written notice or telephonic notice, promptly confirmed in writing, which specifies that the Tender Agent shall deliver such Bonds to the Hospital or the Remarketing Agent and confirms that the Credit Facility shall be reinstated by an amount equal to the principal of such Bonds and 50 days' or 210 days', as applicable, interest thereon (or such lesser amount as may be required by the Rating Service). Upon receipt of such notice, the Tender Agent shall deliver such Bonds to the Hospital or the Remarketing Agent.

SECTION 309. DRAWINGS ON CREDIT FACILITY. Except for purchases on the Bank Loan Rate Expiration Date as provided in Section 304(C), and except as provided in Section 311 hereof, on each day on which Bonds are to be purchased pursuant to Section 304 hereof, except to the extent that the Trustee shall have received telephonic notification from the Remarketing Agent on or prior to 9:30 o'clock a.m. (New York City time) on the Purchase Date to the effect that such Bonds shall have been remarketed pursuant to Section 305 hereof and that the moneys described in Section 306(A)(1) hereof will be sufficient to pay the Purchase Price of such Bonds, the Trustee shall by 10:00 o'clock a.m. (New York City time) on the Purchase Date draw under the Credit Facility an amount equal to the Purchase Price of such Bonds which cannot be purchased from the proceeds of remarketing then on deposit in the Remarketing Proceeds Account and immediately upon receipt of such proceeds furnish the proceeds of such drawing to the Tender Agent, and shall further provide Immediate Notice of such drawing to the Issuer and the Hospital. If the less than the full Purchase Price is received for the Bonds that are to be remarketed, the Trustee shall, by 10:00 o'clock a.m. (New York City time) on the Purchase Date, draw under the Credit Facility an amount which, together with the remarketing proceeds of the Bonds sold by the Remarketing Agent and received by the Trustee, will be equal to the purchase price of such Bonds and immediately upon the receipt of such proceeds furnish the proceeds of such drawing to the Tender Agent.

SECTION 310. DELIVERY OF PROCEEDS OF SALE. The proceeds of the sale by the Remarketing Agent of any Bonds held by it for the account of the Hospital, or delivered to it by any Bondholder or the Tender Agent, shall be deposited in the Remarketing Proceeds Account.

SECTION 311. LIMITATION ON PURCHASE AND REMARKETING. Anything in this Indenture to the contrary notwithstanding, there shall be no purchase of Bonds pursuant to Section 304(A) hereof if there shall have occurred and be continuing an Event of Default under Section 601(A), Section 601(B) or Section 601(F) hereof and there shall be no remarketing of Bonds pursuant to Section 305 hereof if there shall have occurred and be continuing an Event of Default, except in the sole discretion of the Remarketing Agent.

[Balance of page left blank]

ARTICLE IV

FUNDS AND APPLICATION OF PROCEEDS OF BONDS AND REVENUES

SECTION 401. ESTABLISHMENT OF FUNDS. (A) The Issuer hereby establishes and creates the following special separate trust funds:

(1) Essex County Capital Resource Corporation - Adirondack Medical Center Essex County Project - Project Fund (the "Project Fund") and within the Project Fund the following special account: the Construction Account and within the Construction Account, the following special subaccounts: (i) the Series 2017A Subaccount, and (ii) the Cost of Issuance Account;

(2) Essex County Capital Resource Corporation - Adirondack Medical Center Essex County Project - Bond Fund (the "Bond Fund") and, within the Bond Fund, the following special accounts: (a) the Bond Fund Credit Facility Account; (b) the Bond Fund Defeasance Account; (c) the Bond Fund Redemption Premium Account; (d) the Bond Fund Remarketing Proceeds Account and (e) the Bond Fund General Account;

(3) Essex County Capital Resource Corporation - Adirondack Medical Center Essex County Project - Insurance and Condemnation Fund (the "Insurance and Condemnation Fund"); and

(4) Essex County Capital Resource Corporation - Adirondack Medical Essex County Center Project - Rebate Fund (the "Rebate Fund") and, within the Rebate Fund, the following special accounts: (a) the Rebate Fund Principal Subaccount; and (b) the Rebate Fund Earnings Subaccount.

For the purpose of internal accounting, the trust funds created by this Section may contain one or more accounts and sub-accounts as the Trustee, in its discretion, shall determine.

(B) The funds created under this Indenture shall be maintained by the Trustee and shall be held in the custody of the Trustee, including one or more depositories in trust for the Trustee; provided, however, that during the Bank Loan Rate Period, the depository shall be the Initial Holder. The Trustee is hereby directed to open and establish the Series 2017A Subaccount of the Construction Account of the Project Fund to be held by the Trustee. The Series 2017A Subaccount of the Construction Account being held by the Trustee shall be used for the purposes of (i) depositing the proceeds from the sale of the Bonds in accordance with Section 402(A)(2)(i) below, and (ii) following the transfers contemplated pursuant to Subsection (E) below, depositing funds requisitioned pursuant to Section 404(B) herein to the 2017A Depository Account (defined below) to be held at the Initial Holder or its designee as described in Subsection (E) below. The Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture (1) shall be held by the Trustee in trust (including funds held in the 2017A Depository Account), and (2) except for moneys held by the Trustee (a) for the

redemption of Bonds, notice of redemption of which has been duly given, or (b) for the purchase of Tendered Bonds, or (c) in the Rebate Fund, shall, while held by the Trustee constitute part of the Trust Revenues and be subject to the Lien of this Indenture. Moneys which have been deposited with, paid to or received by the Trustee for the redemption of a portion of the Bonds or for the payment of Bonds or interest thereon due and payable otherwise than upon acceleration by declaration, shall be held in trust for and be subject to a Lien in favor of only the Holders of such Bonds so redeemed or so due and payable.

(C) Moneys held in the Rebate Fund shall not be subject to a security interest, pledge, assignment, Lien or charge in favor of the Trustee or any other Person.

(D) Notwithstanding anything herein to the contrary, during the Bank Loan Rate Period, in the event the unpaid principal amount of the Bonds shall be accelerated upon occurrence of an Event of Default, the Trustee shall request disbursement to the Trustee of the full amounts held in the Series 2017A Depository Account (as defined below) for deposit to the Series 2017A Subaccount.

(E) On the Closing Date, the Trustee shall deposit the proceeds from the sale of the Bonds in accordance with Section 402(A)(2)(i) below into the Series 2017A Subaccount of the Construction Account of the Project Fund such funds and account to be held by the Trustee (the "2017A Depository Account") with the Initial Holder during the Bank Rate Loan Period. The parties hereto acknowledge that the Trustee has established as of the Closing Date, the 2017A Depository Account with the Initial Holder. After payment of any initial Request for Disbursement on the Closing Date from the Series 2017A Subaccount of the Construction Account, the Trustee shall immediately thereafter, on the Closing Date, transfer all amounts residing in the Series 2017A Subaccount of the Construction Account to the Series 2017A Depository Account to be held in said account in the name of the Trustee and in accordance with the terms and provisions of this Indenture and shall be deemed to be a subaccount of the Construction Account.

SECTION 402. APPLICATION OF PROCEEDS OF BONDS. (A)(1) The Issuer shall deposit with the Trustee all of the proceeds from the sale of the Initial Bonds. The Trustee shall deposit \$9,500,000 of the proceeds from the sale of the Initial Bonds into the Construction Account of the Project Fund.

(2) The Trustee shall deposit from the initial proceeds deposited into the Construction Account, and within the Construction Account (i) \$9,144,922.00 to the Series 2017A Subaccount of the Construction Account of the Project Fund, and (ii) \$355,078.00 to the Cost of Issuance Account of the Construction Account of the Project Fund.

(B) The Trustee shall deposit the equity contribution received from the Hospital in the amount of \$82,026.50 to the Cost of Issuance Account of the Construction Account of the Project Fund.

(C) The proceeds of any Additional Bonds shall be deposited as provided in the supplement to this Indenture authorizing the issuance of such Additional Bonds. Any such

proceeds required to be deposited in the Project Fund shall be deposited in the appropriate subaccount relating to such Additional Bonds within the Project Fund.

SECTION 403. TRANSFERS OF TRUST REVENUES TO FUNDS. (A) Subject to Section 207(G) hereof, commencing the first date on which payments are received from the Hospital pursuant to the Loan Agreement, and from month to month thereafter, the Trustee shall deposit such payments, upon the receipt thereof, in the Bond Fund.

(B) The Net Proceeds of any insurance settlement or Condemnation award received by the Trustee shall, upon receipt thereof, be deposited in the Insurance and Condemnation Fund.

SECTION 404. PROJECT FUND. (A) In addition to moneys deposited in the Project Fund from the proceeds of sale of the Bonds pursuant to Section 402 hereof, there shall be deposited into the Project Fund all other moneys received by the Trustee under or pursuant to this Indenture or the other Financing Documents which, by the terms hereof or thereof, are to be deposited in the Project Fund. Moneys received as Bond Proceeds from the sale of the Series 2017A Bonds shall be deposited in the Construction Account.

(B) Moneys on deposit in the Construction Account of the Project Fund shall be disbursed and applied by the Trustee to pay the Costs of the Project pursuant to the provisions of Section 4.3 of the Loan Agreement, this Section 404, Section 401(B) and Section 401(E). The Trustee is hereby authorized and directed to disburse moneys from the Construction Account of the Project Fund (including the disbursement of monies pursuant to a draw from the 2017A Depository Account for deposit to the Series 2017A Subaccount) upon receipt by the Trustee of a Request for Disbursement, in substantially the form attached hereto as Exhibit A, certified to by an Authorized Representative of the Hospital and approved in writing by the Initial Holder during the Bank Loan Rate Period, and by the Bank thereafter, in accordance with the applicable provisions of this Indenture, a Reimbursement Agreement, if any, and the Loan Agreement. The Trustee shall be entitled to conclusively rely on such requisition without having to conduct any further investigation and to apply the amounts in the Construction Account of the Project Fund to the payment or reimbursement to the extent the same have been paid by or on behalf of the Hospital or the Issuer, of Costs of the Project. Moneys in the Cost of Issuance Account shall be applied to pay legal, accounting, financial advisor and other costs and expenses incidental to the issuance of the Bonds

(C) [Intentionally Omitted]

(D) All earnings on amounts held in the Project Fund shall be deposited by the Trustee into the Project Fund, earnings on amounts within the Construction Account shall be deposited in the Construction Account.

(E) (1) Except for any amount retained for the payment of incurred and unpaid items of the Cost of the Project, all moneys in the Project Fund (in excess of any amount required to be transferred to the Rebate Fund pursuant to Section 407 hereof and the Tax Documents) shall be transferred from the Project Fund to the Bond Fund and be applied as soon as possible to the redemption of Bonds in accordance with Article III hereof.

(2) In the event the unpaid principal amount of the Bonds shall be accelerated upon the occurrence of an Event of Default, the balance in the Project Fund (in excess of any amount required to be transferred to the Rebate Fund pursuant to Section 407 hereof and the Tax Documents) shall be transferred from the Project Fund to the Bond Fund as soon as possible and shall be used to pay the principal of, premium, if any, on and interest on the Bonds.

(F) The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(G) If for any reason the Trustee is unable to draw the required amounts from the Series 2017A Subaccount as set forth in an executed Request for Disbursement approved by the Initial Holder, the Trustee shall not act upon such Request for Disbursement and shall make no payments to the Hospital unless and until sufficient amounts become available.

SECTION 405. BOND FUND. (A) In addition to the moneys deposited to the Bond Fund (1) from the proceeds of the Bonds pursuant to Section 402 hereof and (2) pursuant to Sections 403, 404 and 410 hereof, there shall be deposited into the Bond Fund (a) all payments received from the Hospital under the Loan Agreement (except payments made with respect to the Unassigned Rights), (b) any amount in the Insurance and Condemnation Fund directed to be paid into the Bond Fund under Section 406 hereof, (c) any amounts received from the Hospital pursuant to Section 4.6 of the Loan Agreement, (d) all prepayments by the Hospital in accordance with Section 4.3 of the Loan Agreement in connection with which notice has been given to the Trustee pursuant to Section 302 hereof, (e) any amounts received by the Trustee under a Credit Facility, and (f) all other moneys received by the Trustee under and pursuant to this Indenture or the other Financing Documents which by the terms hereof or thereof are to be deposited into the Bond Fund, or are accompanied by directions from the Hospital or the Issuer that such moneys are to be paid into the Bond Fund.

(B) The Trustee shall deposit into the following specified accounts of the Bond Fund the following amounts:

(1) into the Credit Facility Account, all moneys drawn by the Trustee under a Credit Facility, which account shall hold no other moneys;

(2) into the Remarketing Proceeds Account, all amounts representing the proceeds from a remarketing of the Bonds, which account shall hold no other moneys;

(3) into the Redemption Premium Account, all amounts deposited to pay premiums on the Bonds, which account shall hold no other moneys;

(4) into the Defeasance Account, all amounts deposited to pay and discharge the Bonds pursuant to Section 1001 hereof, which account shall hold no other moneys; and

(5) into the General Account, all other amounts deposited into the Bond Fund that are not required be deposited into the Credit Facility Account, the Remarketing Proceeds Account, the Redemption Premium Account or the Defeasance Account.

Neither the Issuer, the Hospital, any affiliate of the Hospital or any Insider of any of them shall have any interest in, nor any right whatsoever to take or control (other than the right of the Hospital to direct investments pursuant to Section 410 hereof), the Credit Facility Account, any Credit Facility, the Redemption Premium Account, the Remarketing Proceeds Account, the Defeasance Account, the General Account or any subaccounts of any of the foregoing accounts, or the moneys and Authorized Investments therein, including any proceeds thereof, all of which shall be held in trust by the Trustee for the sole benefit of the Bondholders until all Debt Service Payments on the Bonds are paid and thereafter for the benefit of the Credit Facility Issuer, if any; provided, however, that any amounts which were deposited in the Redemption Premium Account of the Bond Fund for the purpose of causing such amounts to constitute Available Moneys and which remain after all of the Outstanding Bonds shall be deemed paid and discharged under this Indenture, shall be retained by the Trustee and shall not be paid to or for the benefit of the Hospital, any Affiliate of the Hospital or any Insider of any of them, which shall have no right to take or control such amounts. If the Bonds are then rated by a Rating Service or Rating Services, no moneys in the Redemption Premium Account or the Defeasance Account may be used to pay Debt Service Payments on the Bonds until the Hospital delivers to such Rating Service or Rating Services an opinion of nationally recognized counsel experienced in bankruptcy matters to the effect that payments on the Bonds from such moneys will not constitute voidable preferences under the U.S. Bankruptcy Code in the event a petition in bankruptcy is subsequently filed by or against the Hospital or the Issuer. The Trustee shall establish separate subaccounts within the Redemption Premium Account and the Defeasance Account for each deposit (including any investment income thereon) made into the Bond Fund so that the Trustee may at all times ascertain the date and source of deposit of the funds in such accounts and the Trustee shall assure moneys having different dates of deposit and held in separate subaccounts shall not be commingled.

(C) Moneys on deposit in the Bond Fund shall be disbursed and applied by the Trustee to pay the Debt Service Payments on the Bonds as said Debt Service Payments become due and payable on the Bonds in accordance with the provisions of the Bonds and this Indenture. Except as otherwise provided in Section 609(A)(1) hereof, moneys in the Bond Fund shall be used solely for the payment of the principal or redemption price of the Bonds and interest on the Bonds from the following source or sources, but only in the following order of priority:

- (1) Available Moneys held in the Credit Facility Account, provided that in no event shall moneys held in the Credit Facility Account be used to pay any amount which may be due on Bonds held pursuant to Section 308 hereof;
- (2) Available Moneys held on deposit in the Redemption Premium Account;
- (3) any other Available Moneys in the Bond Fund; and
- (4) any other amounts available in the Bond Fund.

(D) To the extent moneys described under Section 405(C)(1) hereof are not available in the Bond Fund to pay principal or redemption price of the Bonds and interest on the Bonds on any maturity date, Interest Payment Date, redemption date or Purchase Date (other than Bonds held pursuant to Section 308 hereof, except for interest payments on Bonds that were not held pursuant to Section 308 hereof on the Record Date for such payment), the Trustee shall, on or before 11:00 o'clock a.m. (New York City time) on the Business Day prior to such due date, or 11:00 o'clock a.m. (New York City time) on such Purchase Date, draw upon or demand payment under the Credit Facility, if any, then held by the Trustee in a manner so as to provide immediately available funds by the close of business on such date in an amount necessary to make the required payments of the principal of and premium, if applicable and if payable from a draw on the Credit Facility, and interest on the Bonds on such maturity date, Interest Payment Date, redemption date or to purchase the Bonds tendered or deemed tendered on such Purchase Date. Upon receipt of such moneys from the Credit Facility Issuer, the Trustee shall (1)(a) deposit the amount representing a drawing on the Credit Facility for the payment of principal of and interest on the Bonds in the Credit Facility Account of the Bond Fund, and apply the same to the payment of such principal and interest due on the Bonds or (b) use the proceeds of the draw to pay the Purchase Price of the Bonds in accordance with Section 309 hereof, and (2) pay, on behalf of the Hospital, but only from and to the extent of any amounts described in Section 405(C)(3) hereof and Section 405(C)(4) hereof then on deposit in the Bond Fund, any and all amounts then due and payable under the Reimbursement Agreement. Any payment made by the Trustee on behalf of the Hospital described in clause (2) of the immediately preceding sentence shall be made by wire transfer of immediately available funds to the account of the Credit Facility Issuer on the date the Trustee receives moneys pursuant to a drawing upon the Credit Facility.

(E) (1) Moneys on deposit in the Bond Fund shall be invested at the direction of the Hospital in Authorized Investments in accordance with Section 410 hereof. All interest and other income accrued and earned on moneys on deposit in the Bond Fund shall be deposited by the Trustee into the Bond Fund.

(2) Moneys on deposit in the Bond Fund shall be applied by the Trustee to pay the principal of, premium, if any, and interest on the Bonds as the same become due, whether at Stated Maturity, upon acceleration of the Bonds or upon redemption of the Bonds, except as provided in Section 411 and Section 408(E) hereof.

(F) Notwithstanding anything herein to the contrary, in no event shall moneys deposited in the Bond Fund be retained therein for a period in excess of one (1) year.

(G) The Issuer acknowledges that it has no interest in the Credit Facility Account, and any moneys and Authorized Investments therein, all of which shall be held in trust by the Trustee for the sole benefit of the holders of the Bonds, and that the Issuer has no interest in the Bond Fund and any moneys and Authorized Investments therein, all of which shall be held in trust by the Trustee for the benefit of the holders of the Bonds and, to the extent that the holders of the Bonds are paid through draws under a Credit Facility, the Credit Facility Issuer.

SECTION 406. INSURANCE AND CONDEMNATION FUND. Except as otherwise required by that certain Supplemental Master Indenture Number Two dated as of November 1, 2012, by and between the Hospital for itself and as the Obligated Group Agent and the Master Trustee (until such time as said Supplemental Master Indenture Number Two is terminated), with respect to Net Proceeds of any insurance settlement or Condemnation award and those matters noted below:

(A) The Net Proceeds of any insurance settlement or Condemnation award received by the Trustee in connection with damage to or destruction of or the taking of part or all of the Project Facility shall be deposited into the Insurance and Condemnation Fund.

(B) If, pursuant to Sections 7.1 or 7.2 of the Loan Agreement following damage to or Condemnation of all or a portion of the Project Facility, (1) the Hospital exercises its option not to repair, rebuild or restore the Project Facility and to require the redemption of the Bonds, or (2) if a taking in Condemnation as described in Section 7.2(C) of the Loan Agreement occurs, the Trustee shall, after any transfer to the Rebate Fund required by the Tax Documents and Section 407 hereof is made, transfer all moneys held in the Insurance and Condemnation Fund to the Bond Fund to be applied to the redemption of the Bonds then Outstanding pursuant to Section 301(A) hereof, except as provided in Section 411 and Section 408(E) hereof.

(C) If, following damage to or condemnation of all or a portion of the Project Facility, the Hospital elects to repair, rebuild or restore the Project Facility, and provided no Event of Default thereunder or under any other Financing Document has occurred and is continuing, moneys held in the Insurance and Condemnation Fund and attributable to the damage to or the destruction of or the taking of the Project Facility shall, after any transfer to the Rebate Fund required by the Tax Documents and Section 407 hereof is made, be applied to pay the costs of such repairs, rebuilding or restoration in accordance with the terms and conditions set forth in Section 406(D) hereof.

(D) The Trustee is hereby authorized to and shall make such disbursements, at the Hospital's request, either upon the completion of such repairs, rebuilding or restoration or periodically as such repairs, rebuilding or restoration progress, upon receipt by the Trustee of a certificate of an Authorized Representative of the Hospital, approved in writing by the Bank (or the Initial Holder during the Bank Loan Rate Period) stating, with respect to each payment to be made: (1) the amount or amounts to be paid, the Person or Persons (which may include the Hospital for reimbursement of such costs) to whom an amount is to be paid and the total sum of all such amounts; (2) that the Hospital has expended, or is expending, concurrently with the delivery of such certificate, such amount or amounts on account of costs incurred in connection with the repair, rebuilding or restoration of the Project Facility; (3) that all contractors, workmen and suppliers performing work related to the disbursement request have been or will be paid through the date of such certificate from the funds to be disbursed; (4) that there exists no Event of Default hereunder or under any other Financing Document and no condition, event or act which, with notice or the lapse of time or both, would constitute an Event of Default hereunder or under any other Financing Document; (5) that such Authorized Representative of the Hospital has no knowledge, after diligent inquiry and after searching the records of the appropriate state and local filing offices, of any vendor's Lien, mechanic's Lien or security interest which should

be satisfied, discharged or bonded before the payment as requisitioned is made or which will not be discharged by such payment; (6) that no certificate with respect to such expenditures has previously been delivered to the Trustee; and (7) that there remain sufficient moneys in the Insurance and Condemnation Fund attributable to the damage to, destruction of, or taking of the Project Facility to complete the repair, rebuilding or restoration of the Project Facility or, to the extent of any insufficiency, that the Hospital shall comply with Section 406(H) of this Indenture. The Trustee shall be entitled to rely on such requisition.

(E) Upon completion of the repair, rebuilding or restoration of the Project Facility, an Authorized Representative of the Hospital shall deliver to the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) a certificate stating (1) the date of such completion, (2) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (3) that the Project Facility has been restored to substantially its condition immediately prior to the damage or Condemnation thereof, or to a condition of at least equivalent value, operating efficiency and function, (4) that the Issuer or the Hospital has good and valid title to all Property constituting part of the restored Project Facility, and that the Project Facility is subject to the Liens and security interests of this Indenture and (5) that the restored Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (a) that it is given without prejudice to any rights of the Hospital against third parties which exist at the date of such certificate or which may subsequently come into being, (b) that it is given only for the purposes of this Section 406, and (c) that no Person other than the Issuer, the Bank (or the Initial Holder during the Bank Loan Rate Period) or the Trustee may benefit therefrom. Such certificate shall be accompanied by a certificate of occupancy, if required, and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

(F) All earnings on amounts held in the Insurance and Condemnation Fund shall be transferred by the Trustee to the Insurance and Condemnation Fund.

(G) If the cost of the repairs, rebuilding or restoration of the Project Facility effected by the Hospital shall be less than the amount in the Insurance and Condemnation Fund, then on the completion of such repairs, rebuilding or restoration, the Trustee shall transfer such difference to the Bond Fund and be used to redeem the Bonds in accordance with Article III hereof; provided that such amounts may be transferred to the Hospital for its purposes if (1) the Hospital so requests, (2) the Hospital obtains the prior written consent of the Bank (or the Initial Holder during the Bank Loan Rate Period) thereto, and (3) the Hospital furnishes to the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) an opinion of Bond Counsel to the effect that payment of such moneys to the Hospital will not, in and of itself, adversely affect the inclusion of the interest paid or payable on the Bonds from gross income for federal income tax purposes.

(H) If the cost of the repair, rebuilding or restoration of the Project Facility shall be in excess of the moneys held in the Insurance and Condemnation Fund, the Hospital shall deposit such additional moneys in the Insurance and Condemnation Fund as are necessary to pay the cost of completing such repair, rebuilding or restoration.

SECTION 407. REBATE FUND. (A) The Trustee shall make information regarding the Bonds and investments hereunder available to the Hospital. The Trustee shall have no obligation to calculate the amount of or make any required payment as provided in this Section 407. If a deposit to the Rebate Fund is required as a result of the computations made or caused to be made by the Hospital, the Trustee shall upon receipt of written direction from the Hospital accept such payment for the benefit of the Hospital. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon written direction from the Authorized Representative transfer such amount to the Hospital. Records of the determinations required by this Section and the instructions must be retained by the Trustee until six years after the Bonds are no longer outstanding. The amount to be deposited in the Rebate Fund shall be withdrawn from the fund or funds designated in writing by the Hospital, or, in the event the amounts held in such fund or funds are less than the Rebate Amount, the amount to be deposited shall be withdrawn from the fund or funds designated in writing by the Hospital or from other moneys made available by the Hospital. Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

(B) The Trustee shall make deposits and disbursements from the Rebate Fund in accordance with the written instructions received from the Authorized Representative of the Hospital, shall invest the amounts held in the Rebate Fund pursuant to written instructions from the Authorized Representative of the Hospital and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Amounts on deposit in the Rebate Fund Principal Subaccount shall be invested in accordance with the provisions of Section 410 hereof and the Tax Documents. All income from such investments shall be deposited in the Rebate Fund Earnings Subaccount and paid to the United States on the date of any payment made pursuant to Section 407(D) hereof.

(C) In the event that on the first day of any Bond Year, after the calculation of the Rebate Amount, the amount on deposit in the Rebate Fund Principal Subaccount exceeds the Rebate Amount, the Trustee, upon the receipt of written instructions from an Authorized Representative of the Issuer or the Hospital, shall transfer such excess to the Bond Fund to be applied to the payment of the principal and interest coming due on the Bonds on the next following Bond Payment Date.

(D) The Trustee, upon the receipt of written instructions from an Authorized Representative of the Hospital, shall pay to the United States, from amounts on deposit in the Rebate Fund or from other moneys supplied by the Hospital, (1) not less frequently than once every five (5) years after the date of original issuance of the Bonds, an amount such that, together with prior amounts paid to the United States, the total amount paid to the United States is equal to ninety percent (90%) of the Rebate Amount with respect to the Bonds as of the date of such payment plus all amounts then held in the Rebate Fund Earnings Subaccount, and (2) not later than thirty (30) days after the date on which all Bonds of any particular series have been paid in full, one hundred percent (100%) of the Rebate Amount with respect to such Bonds as of the date of such payment plus all amounts then held in the Rebate Fund Earnings Subaccount.

(E) This Section 407 may be amended, without notice to or consent of the Bondholders, at the request of the Issuer or the Hospital, to comply with the applicable regulations of the Treasury Department, upon the delivery by the Issuer or the Hospital to the Trustee of an opinion of Bond Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds which exists on the Closing Date.

SECTION 408. THE LETTER OF CREDIT; ALTERNATE CREDIT FACILITIES. (A) (1) The Initial Bonds bearing interest at the Bank Loan Rate are not secured by a Letter of Credit. While a Series of the Bonds bear interest at a Weekly Rate, Semi-Annual Rate or Long-Term Rate, such Bonds shall be secured by a Letter of Credit issued by a Bank in accordance with the provisions and requirements specified in this Indenture. Furthermore, the Hospital shall have the right, prior to the stated expiration of a Letter of Credit, to obtain an Alternate Credit Facility, in accordance with and upon compliance with the provisions and requirements specified in Section 408(F) hereof. While a Letter of Credit is in effect, the Trustee shall, without any further authorization or direction, timely present in person, by facsimile transmission or by tested telex at or before 11:00 o'clock a.m. on the Business Day immediately preceding a Bond Payment Date to the Bank a sight draft, together with all accompanying documentation as is required by the Letter of Credit by the terms thereof, in order to draw funds on the Letter of Credit in an amount which will be sufficient to pay in full when due (whether by reason of maturity, redemption or otherwise) the Debt Service Payments due on the applicable Series of Bonds on such Bond Payment Date.

(2) In addition, immediately upon a declaration under Section 602 hereof that the principal of and accrued interest on all the Bonds then Outstanding has become due and payable by virtue of acceleration, the Trustee shall, without any further authorization or direction, present to the Bank a sight draft, together with all accompanying documentation as is required under the Letter of Credit by the terms thereof, in order to draw funds under the Letter of Credit in an amount which shall be necessary to pay the principal of, premium, if any, and accrued interest on the applicable Series of Bonds then Outstanding due by virtue of such acceleration.

(3) In addition, at or before 11:00 o'clock a.m. on the Purchase Date (other than the Bank Loan Rate Expiration Date), the Trustee shall, without any further authorization or direction, present to the Bank a sight draft, together with all accompanying documentation as is required under the Letter of Credit by the terms thereof, in order to draw funds under the Letter of Credit to the extent moneys described in the following sentence are not available to pay when due the Purchase Price of Bonds tendered pursuant to Sections 304 and 307 hereof. In calculating the amount to be drawn on the Letter of Credit for the purchase of the Bonds, the Trustee shall take into account only the remarketing proceeds, if any, deposited into the Remarketing Proceeds Account with respect to the remarketing of such Bonds on or before 10:00 o'clock a.m. (New York City time) on the Purchase Date, including proceeds from the purchase of the Bonds by the Remarketing Agent or the Tender Agent for its own account, but not including the remarketing of the Bonds to the Issuer or the Hospital.

(4) In no event will the Trustee be entitled to make drawings under the Letter of Credit for the payment of any amount due on any Pledged Bond, except for interest payments on Bonds that were not Pledged Bonds on the Record Date for such payment.

(B) (1) The Trustee shall exercise any and all rights under the Letter of Credit, regardless of whether the Bank is in default under the Letter of Credit, in the manner provided therein and in this Indenture, and the Trustee shall bring such actions and proceedings under the Letter of Credit as shall be required for the enforcement thereof in accordance with its terms and the terms of this Indenture.

(2) All funds received by the Trustee under the Letter of Credit shall be deposited by the Trustee in the Credit Facility Account in the Bond Fund and used solely to pay the principal of, and the premium, if any, and interest on, the Bonds; provided, however, that moneys drawn by the Trustee under the Letter of Credit will not be used to pay the principal of, or the premium, if any, or interest on, any Pledged Bonds, except for interest payments on Bonds that were not Pledged Bonds on the Record Date for such payment.

(C) Except as provided below, any obligations of the Issuer under this Indenture and the Bonds or of the Hospital under the Loan Agreement which are satisfied from the exercise of the Trustee's rights under the Letter of Credit or under this Section 408 shall be deemed to be satisfied, and no claim therefor shall be made by the Bondholders against the Issuer, the Trustee or the Hospital or by the Issuer, the Trustee or the Bondholders against the Hospital in respect of such obligations; provided, however, that to the extent the Bank has not been reimbursed for amounts paid under the Letter of Credit or under any other Financing Document, such obligations shall not be deemed satisfied, and the Bank shall be subrogated to the rights of the Issuer under the Loan Agreement (except the Unassigned Rights) and the rights of the Trustee hereunder and under the other Financing Documents (except the rights of the Trustee to receive payments for fees, expenses, indemnifications or other amounts which are payable to the Trustee individually under the Financing Documents and are not to be subsequently delivered to the Bondholders), and, further, such subrogation shall not release the Hospital from its obligations under the Reimbursement Agreement or under the other Financing Documents.

(D) (1) After a drawing on the Letter of Credit described in Section 408(A)(1) hereof, any and all moneys held by the Trustee in the Bond Fund shall be paid on the same day as the draw on the Letter of Credit to the Bank to be applied against the Hospital's obligations under the Reimbursement Agreement with respect to the applicable Series of Bonds.

(2) After a drawing on the Letter of Credit described in Section 408(A)(2) hereof, any and all moneys held by the Trustee in any fund or account established by this Indenture (excepting moneys on deposit in the Rebate Fund) shall be paid on the same day as the draw on the Letter of Credit to the Bank to be applied against the Hospital's obligations under the Reimbursement Agreement with respect to the applicable Series of Bonds.

(E) If at any time there shall cease to be any Bonds Outstanding hereunder, the Trustee shall promptly surrender the current Credit Facility to the Credit Facility Issuer for

cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(F) The Hospital may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility which, if the Interest Rate Mode is the Long-Term Rate, shall be a Qualifying Alternate Credit Facility. Such Alternate Credit Facility shall have a term of not less than 1 year and set forth a maximum interest rate on the Bonds with respect to which drawings may be made. The Hospital shall give the Trustee an irrevocable written notice of its intention to replace the then current Credit Facility with an Alternate Credit Facility prior to the stated expiration date of the then current Credit Facility at least 35 days before the Interest Payment Date preceding (by at least 15 calendar days) the date of delivery of such Alternate Credit Facility stated in such notice. On or before the date of delivery of an Alternate Credit Facility to the Trustee, the Hospital shall provide the Trustee with (1) an opinion of Counsel stating that the delivery of such Alternate Credit Facility to the Trustee is authorized under this Indenture and complies with the terms hereof, (2) an opinion of counsel to the issuer or provider of such Alternate Credit Facility stating that such Credit Facility is a legal, valid, binding and enforceable obligation of such issuer or obligor in accordance with its terms, and (3) if the stated amount of the Alternate Credit Facility is increased over that of the Credit Facility being replaced, an opinion of Independent Counsel stating that payments of principal and interest on the Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the subsequent bankruptcy of the Issuer or the Hospital under the Bankruptcy Code. The Trustee shall then accept such Alternate Credit Facility and surrender the previously held Credit Facility, if any, to the previous Credit Facility Issuer for cancellation promptly on or after the 5th Business Day after the Alternate Credit Facility becomes effective, but not earlier than the 5th Business Day following the last Interest Payment Date covered by the Credit Facility to be canceled. Each Alternate Credit Facility shall have a term of not less than 1 year.

(G) Unless all of the conditions of Section 408(F) hereof shall have been satisfied, and the expiring Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) shall have been replaced with an Alternate Credit Facility, which if the Interest Rate Mode is the Long-Term Rate, shall be a Qualifying Alternate Credit Facility, and if the Interest Rate Mode is the Weekly Rate or the Semi-Annual Rate, shall be issued by the then current Credit Facility Issuer, at least 35 days before the Interest Payment Date immediately preceding (by at least 15 calendar days) the expiration date of the Credit Facility being replaced, the Trustee shall call the applicable Series of Bonds for purchase pursuant to Section 304(B) and Section 408(H) hereof. In any event, the Trustee shall not give notice of purchase of such Bonds on account of a failure to provide a Qualifying Alternate Credit Facility until the time specified in the preceding sentence for delivery of such Qualifying Alternate Credit Facility.

(H) (1) The Trustee shall notify the applicable Bondholders of the expiration of the term of the Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) which will subject the applicable Series of Bonds to mandatory purchase in accordance with Section 304(B) hereof by first class mail delivered to each Bondholder's registered address at least 30 days but not more than 60 days before any Purchase Date resulting from such expiration. The notice will state (a) that the Credit Facility is expiring

according to its terms, or will expire upon delivery of an Alternate Credit Facility, and (b) the Purchase Date for such Bonds.

(2) The Trustee shall notify the applicable Bondholders of the replacement of a Credit Facility with any Alternate Credit Facility by first class mail delivered to each Bondholder's registered address at least 30 days but not more than 60 days prior to the effective date of such replacement.

SECTION 409. NON-PRESENTMENT OF BONDS. (A) Subject to the provisions of Sections 205, 206 and 207 hereof, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if Available Moneys sufficient to pay such Bond shall have been deposited with the Trustee for the benefit of the Holder thereof, such Bond shall be deemed canceled, redeemed or retired on such date even if not presented on such date and all liability of the Issuer to the Holder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged; and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Holder of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or with respect to such Bond.

(B) If any Bond shall not be presented for payment prior to the earlier of (1) two (2) years following the date when such Bond becomes due, either at maturity or at the date fixed for redemption or otherwise, or (2) the date on which such moneys would escheat to the State, such amounts shall be paid by the Trustee first to the Bank, if any, to the extent any amounts remain unpaid by the Hospital under the Reimbursement Agreement, if any, or under any other Financing Document, with any balance to be paid to the Hospital. Thereafter, Bondholders shall be entitled to look only to the Hospital and/or the Bank, if any, as the case may be, for payment, and then only to the extent of the amount so repaid to the respective parties, who shall not be liable for any interest thereon and shall not be regarded as trustees of such money. The Trustee shall, at least sixty (60) days prior to the expiration of the above described period, give notice to any Owner who has not presented any Bond for payment that any moneys held for the payment of any such Bond will be returned as provided in this Section 409 at the expiration of such period. The failure of the Trustee to give any such notice shall not affect the validity of any transfer of funds pursuant to this Section 409.

SECTION 410. INVESTMENT OF FUNDS. (A) Any moneys held as part of any fund created herein shall be continuously invested and reinvested, from time to time, by the Trustee in Authorized Investments at the written direction of an Authorized Representative of the Hospital. The Hospital shall direct that any moneys held in any fund shall be invested so that (1) all investments shall mature or be subject to mandatory redemption by the holder of such investments (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, without penalty, not later than the date when the amounts will foreseeably be needed for purposes of this Indenture, (2) investments of moneys on deposit in the Bond Fund shall mature or be subject to mandatory redemption by the holder (at not less than the principal amount thereof) not more than ninety (90) days from the date of acquisition, and further shall mature or be redeemable at the option of

the Trustee at the times and in the amounts necessary to provide moneys to pay Debt Service Payments as they become due on the Bonds, whether at Stated Maturity or by redemption, (3) no portion of the proceeds derived from the sale of the Bonds or any other moneys held in any fund established under this Article shall be invested, directly or indirectly, in such manner as to cause any Bond to be an "arbitrage bond" within the meaning of that quoted term in Section 148 of the Code, (4) in no event shall any moneys transferred from the Project Fund to the Bond Fund pursuant to Section 404(D) hereof be invested at a "yield" (as defined in Section 148 of the Code) greater than the "yield" on the Bonds, (5) investments of moneys on deposit in the Rebate Fund shall mature or be redeemable at such time as may be necessary to make payments from the Rebate Fund required pursuant to Section 148 of the Code or Section 513 hereof, and (6) moneys received pursuant to a draw on a Letter of Credit and moneys in the Credit Facility Account, Defeasance Account, Remarketing Proceeds Account or Redemption Premium Account of the Bond Fund shall only be invested as described in Section 410(E) hereof. The investments so purchased shall be held by the Trustee and shall be deemed at all times to be a part of the fund in which such moneys were held.

(B) At no time shall any funds constituting gross proceeds of the Bonds be used in any manner to cause or result in a prohibited payment under applicable regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code, or otherwise violate Section 513 hereof. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in said fund shall be insufficient to cover a proper disbursement from said fund.

(C) Net income or gain received and collected from such investments shall be credited and losses charged to (1) the Rebate Fund Earnings Subaccount, with respect to the investment of amounts held in the Rebate Fund, and (2) the Project Fund, the Bond Fund, or the Insurance and Condemnation Fund, as the case may be, with respect to the investment of amounts held in such funds.

(D) Subject to any written directions from an Authorized Representative of the Hospital with respect thereto, from time to time, the Trustee may sell any investments authorized hereunder and reinvest the proceeds therefrom in Authorized Investments maturing or redeemable as aforesaid. Any such investments may be purchased from or sold to the Trustee, the Bond Registrar, an Authenticating Agent or a Paying Agent, or any bank, trust company or savings and loan association affiliated with any of the foregoing. The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient moneys applicable hereunder to and at the times required for the purposes of paying Debt Service Payments on the Bonds when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any order. For purposes of this Indenture, those investments shall be valued at face amount or market value, whichever is less. The Trustee shall not be liable (except for gross negligence or willful misconduct) for any depreciation in the value of any investment made pursuant to this Section 410 or for any loss arising from such investment.

(E) Moneys deposited in the Credit Facility Account in the Bond Fund shall be invested by the Trustee only in obligations described under clause (A) of the definition of

Authorized Investments. Proceeds received from the remarketing of the Bonds and deposited in the Remarketing Proceeds Account shall be invested by the Trustee only in obligations described under clause (A) or clause (B) of the definition of Authorized Investments (provided that if the Bonds are then rated by a Rating Service or Rating Services, obligations described under clause (B) of such definition must be prerefunded or escrowed to maturity with obligations described in clause (A) of such definition and be rated "Aaa" by Moody's and/or "AAA" by Standard & Poor's, as applicable to the Rating Service or Rating Services then rating the Bonds). Such obligations shall be noncallable, and shall mature in 30 days or less and at the times and in the amounts necessary to make payments of the Debt Service Payments on, or the Purchase Price of, Bonds when due or the aforesaid moneys shall be held uninvested in their respective accounts pending application pursuant to the terms of this Article IV hereof, provided that the holding of such moneys uninvested will not cause the Bonds to be deemed "arbitrage bonds" within the meaning of Section 148 of the Code. Moneys deposited in the Defeasance Account in the Bond Fund shall be invested by the Trustee in accordance with Section 1001 hereof.

SECTION 411. FINAL DISPOSITION OF MONEYS. In the event there are no Bonds Outstanding, and subject to any applicable law to the contrary, after payment of all fees, charges and expenses, including, but not limited to reasonable attorney's fees, of the Issuer, the Trustee, the Hospital, a Bank and any Paying Agents or Authenticating Agents and all other amounts required to be paid hereunder and under the other Financing Documents and after payment of any amounts required to be rebated to the United States hereunder and under the Tax Documents or any provision of the Code, except for moneys held for the payment or redemption of Bonds which have matured or been defeased or notice of the redemption of which has been duly given, all amounts remaining in any fund established under this Indenture shall be transferred to the Hospital (except amounts held with respect to the Unassigned Rights, which amounts shall be paid to the Issuer); provided, however, that, in the event that the Bonds are retired, redeemed or otherwise paid, in whole or in part, from amounts drawn on a Letter of Credit and the related Bank remains unreimbursed for such amounts, such remaining amounts shall be transferred to the Bank to be applied against the obligation of the Hospital to repay such Bank for amounts paid under the Letter of Credit or any other Financing Document, and any amounts in excess thereof shall be paid to the Hospital; provided, however, that notwithstanding any provision to the contrary in this Indenture or elsewhere, any moneys in the Credit Facility Account, the Defeasance Account, the Remarketing Proceeds Account or the Redemption Premium Account may not be paid to the Hospital; and provided, further, that, subject only to the provisions of Section 409(B) of this Indenture, any amounts which were deposited in the Redemption Premium Account of the Bond Fund for the purpose of causing such amounts to constitute Available Moneys and which remain after all of the Outstanding Bonds shall be deemed paid and discharged under this Indenture, shall be retained by the Trustee and shall not be paid to or for the benefit of the Hospital, who shall have no right to take or control such amounts.

SECTION 412. PERIODIC REPORTS BY TRUSTEE. On or before the fifteenth (15th) day of each March, June, September and December, the Trustee shall furnish to the Issuer, the Hospital, the Initial Holder during the Bank Loan Rate Period (subject to receipt of statements from the Initial Holder with respect to the 2017A Depository Account during the Bank Loan Rate Period) and the Bank, if any, commencing on or before the fifteenth day of the first such date following the date in which the Bonds are delivered, a report on the status of each of the funds established

under this Article IV, showing at least the balance in each such fund as of the final day of the period with respect to which the last such report described (or, if such report is to first such report, as of the Closing Date), the total of deposits into (including interest on investments) and the total of disbursements from each such fund, the dates of such deposits and disbursements, and the balance in each such fund on the last day of the period to which such report relates (which date shall be not earlier than the last day of the calendar month preceding the date of such report).

ARTICLE V

GENERAL COVENANTS

SECTION 501. AUTHORITY OF ISSUER; VALIDITY OF INDENTURE AND BONDS. The Issuer hereby represents, warrants and covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby, to execute this Indenture and to pledge the revenues and receipts in the manner necessary for the issuance of the Bonds authorized hereby; that the execution and delivery of this Indenture has been duly and effectively authorized; and that such Bonds in the hands of the owners thereof are and will be valid and enforceable special obligations of the Issuer according to the import thereof.

SECTION 502. PAYMENT OF PRINCIPAL AND INTEREST. The Issuer covenants that it shall promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof, subject to the provisions of Section 202 and Section 1113 hereof.

SECTION 503. PROCESSING OF TRANSFERS. Subject to the provisions of Section 206(D) hereof, the Trustee represents to and covenants with the Issuer and the Bondholders that it will take all reasonable action required and capable of performance on its part to process transfers of Bonds within three (3) Business Days of receipt of a request therefor.

SECTION 504. PERFORMANCE OF COVENANTS; AUTHORITY OF ISSUER. The Issuer covenants, and the Trustee by executing this Indenture covenants, that each will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings pertaining thereto. The Issuer covenants and represents that it is duly authorized under the laws of the State to issue the Bonds authorized hereby and to execute and deliver this Indenture, to convey the interests described herein and conveyed hereby, to pledge the revenues, receipts and other moneys hereby pledged in the manner and to the extent herein set forth and to execute and deliver the Financing Documents to which it is a party; that all action on its part for the issuance of the Bonds and the execution and delivery of the Financing Documents to which it is a party has been duly and effectively taken; and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer according to the import thereof.

SECTION 505. PRIORITY OF LIEN OF INDENTURE. The Issuer hereby represents, warrants and covenants that this Indenture is and will be a first Lien upon the Trust Revenues and the Issuer agrees not to create or suffer to be created any Lien having priority or preference over the Lien of this Indenture upon the Trust Revenues or any part thereof, except as otherwise specifically provided herein.

SECTION 506. INSTRUMENTS OF FURTHER ASSURANCE. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and

delivered such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confining unto the Trustee all and singular its interest in all Property purported to be made subject to the Lien hereof by the Granting Clauses hereof, and in the Trust Estate herein described and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. Any and all interest in the Trust Estate or any other Property hereafter acquired which is of any kind or nature herein provided to be and become subject to the Lien hereof shall, without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the Lien of this Indenture as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer under this Section. The Issuer covenants and agrees that, except as herein otherwise provided, it has not and will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in the Trust Revenues.

SECTION 507. INSPECTION OF PROJECT BOOKS. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the Bonds shall at all times be open to inspection by such accountants or other agencies as the Trustee or the Bank (or the Initial Holder during the Bank Loan Rate Period) may from time to time reasonably designate.

SECTION 508. NO MODIFICATION OF SECURITY; LIMITATION ON LIENS. The Issuer covenants that it will not, without the written consent of the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period), alter, modify or cancel, or agree to alter, modify or cancel, the Loan Agreement or any other Financing Document to which the Issuer is a party, or which has been assigned to the Issuer, and which relates to or affects the security for the Bonds, except as contemplated hereby or pursuant to the terms of such document. The Issuer further covenants that, except for the Financing Documents and other Permitted Encumbrances, the Issuer will not incur, or suffer to be incurred, any mortgage, Lien, charge or encumbrance on or pledge of any of the Trust Revenues prior to or on a parity with the Lien of this Indenture.

SECTION 509. DAMAGE OR DESTRUCTION. The rights and obligations of the Hospital, the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in the event of damage or destruction of the Project Facility or part thereof shall be determined by reference to Section 7.1 of the Loan Agreement and this Indenture.

SECTION 510. CONDEMNATION. The rights and obligations of the Hospital, the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in the event of a taking of part or all of the Project Facility by Condemnation shall be determined by reference to Section 7.2 of the Loan Agreement and this Indenture.

SECTION 511. ACCOUNTS AND AUDITS. The Trustee shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project or any part thereof, and which, together with all other books and papers of the Trustee in connection with the Project, shall at all reasonable times be subject to the inspection of the Hospital, the Bank and the Issuer, or the holder or holders of not less than five percent (5%) in aggregate principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

SECTION 512. RECORDATION; FINANCING STATEMENTS. (A) The security interests of the Trustee created by this Indenture and the other Financing Documents and the security interests of the Issuer assigned to the Trustee shall be perfected by the filing by the Hospital in the office of the New York State Department of State, Uniform Commercial Code Unit of financing and continuation statements required to be filed pursuant to the Uniform Commercial Code of the State in order to perfect and to maintain the perfection of the security interests created by this Indenture and the Financing Documents.

(B) The Hospital shall furnish, from time to time, satisfactory evidence to the Trustee of the recording and filing of all financing statements, continuation statements and other instruments necessary to preserve, perfect and maintain the perfection of the Liens of the Financing Documents.

SECTION 513. COVENANT AGAINST ARBITRAGE BONDS. (A) Notwithstanding any other provision of this Indenture, so long as any Bonds shall be Outstanding, the Issuer shall not use or direct or permit the use of the proceeds of the Bonds or any other moneys in its control (including, without limitation, the proceeds of any insurance settlement or Condemnation award with respect to the Project Facility) in such manner as would cause any of the Bonds to be an "arbitrage bond" within the meaning of such quoted term in Section 148 of the Code.

(B) The Trustee shall not be responsible for the calculation, or the payment from its own funds, of any amount required to be rebated to the United States under Section 148 of the Code. The Trustee shall, however, make such transfers to the Rebate Fund and pay such amounts from the funds and accounts created hereunder and from the Hospital's funds to the United States as the Hospital, in accordance with this Indenture and the Tax Documents, shall direct in writing.

SECTION 514. COVENANT REGARDING ADJUSTMENT OF DEBTS. In any case under Title 11 of the United States Code involving the Issuer as debtor, the Issuer, unless compelled by a court of competent jurisdiction, shall neither list the Trust Revenues or any part thereof or the Project Facility or any part thereof as an asset or property of the Issuer nor list any amounts owed upon the Bonds Outstanding as a debt of or claim against the Issuer.

SECTION 515. LIMITATION ON OBLIGATIONS OF THE ISSUER. Notwithstanding any provision of this Indenture to the contrary, no order or decree of specific performance with respect to any of the obligations of the Issuer hereunder shall be sought or enforced against the Issuer unless (A) the party seeking such order or decree shall first have requested the Issuer in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Issuer shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) day period) or failed to respond within such notice period, (B) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Issuer an amount or

undertaking sufficient to cover such reasonable fees and expenses, and (C) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, directors, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Issuer and its members, directors, officers, agents and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by the Issuer, furnish to the Issuer satisfactory security to protect the Issuer and its members, directors, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request; provided, however, that no limitation on the obligations of the Issuer contained in this Section 515 by virtue of any lack of assurance provided in (A), (B) or (C) hereof shall be deemed to prevent the occurrence and full force and effect of any Event of Default hereunder.

SECTION 516. AGREEMENT TO PROVIDE INFORMATION; CONTINUING DISCLOSURE. (A) The Trustee agrees, whenever requested in writing by the Issuer or the Hospital, to provide such information relating to the Bonds as the Issuer or the Hospital from time to time may reasonably request at the Hospital's expense, including, but not limited to, such information as may be necessary to enable the Issuer or the Hospital to make any reports required by any Federal, state or local law or regulation.

(B) Upon notice being delivered pursuant to Section 209(F) with respect to a notice of conversion of a Series of the Bonds, the Trustee shall enter into a written agreement with the Hospital (the "Continuing Disclosure Agreement"), in a form acceptable to the Remarketing Agent, for the benefit of the Holders of such Bonds, which shall be executed and delivered solely to assist the Remarketing Agent in complying with Rule 15c2-12(b)(5) of the Securities Exchange Act of 1934, as in effect on such date.

[Balance of page left blank]

ARTICLE VI

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 601. EVENTS OF DEFAULT. The following shall be “Events of Default” under this Indenture, and the terms “Event of Default” shall mean, when they are used in this Indenture, any one or more of the following events:

(A) Payment of the principal or redemption price of any Bond is not made when it becomes due and payable at maturity or upon call for redemption; or

(B) Payment of any interest on any Bond is not made when it becomes due and payable; or

(C) If no Credit Facility is then held by the Trustee, failure by the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than any such failure which results in an Event of Default under Section 601(A), Section 601(B) or Section 601(F) hereof, for a period of 30 days after written notice of such failure requesting such failure to be remedied, given to the Issuer and the Hospital by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Bondholders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding; or

(D) The Trustee receives notice from the Credit Facility Issuer, if any, of the Credit Facility then held by the Trustee that an Event of Default under the Reimbursement Agreement has occurred and is continuing and the Trustee is to accelerate the maturity of the Bonds; or

(E) If a Credit Facility is then held by the Trustee, receipt by the Trustee, on or before the close of business on the day following a drawing under such Credit Facility to pay interest on the Bonds on an Interest Payment Date or the portion of the Purchase Price of Bonds corresponding to interest on the Bonds, of notice by telephone (promptly confirmed in writing) or facsimile from the Credit Facility Issuer that the interest component of the Credit Facility will not be reinstated as of the date of such notice to the amount required to be maintained pursuant to this Indenture; or

(F) If payment of the Purchase Price of any Bond required to be purchased pursuant to Section 304 of this Indenture is not made when such payment has become due and payable; or

(G) If a Credit Facility is then held by the Trustee, the Credit Facility Issuer fails to honor any proper drawing under the Credit Facility; or

(H) If a Credit Facility is then held by the Trustee, a decree or order of a court or agency or supervisory authority, having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of

assets and liabilities or similar proceeding, or for the winding-up or liquidation of its affairs, shall have been entered against the Credit Facility Issuer or the Credit Facility Issuer shall have consented to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Credit Facility Issuer or of or relating to all or substantially all of its property and the lapse of 60 days during which an Alternate Credit Facility Issuer complying with the terms hereof has not been delivered to the Trustee;

(I) The occurrence and continuance of an Event of Default under the Loan Agreement; or

(J) If, during the Bank Loan Rate Period, the Trustee receives notice from the Initial Holder that an Event of Default under the Continuing Covenants Agreement or the Bonds has occurred and is continuing and such notice requests the Trustee to accelerate the maturity of the Bonds.

SECTION 602. ACCELERATION. (A) Upon (1) the occurrence of an Event of Default under Section 601(D), Section 601(E), Section 601(H) or Section 601(J) hereof, the Trustee shall, or (2) the occurrence of any other Event of Default under Section 601 hereof and so long as such Event of Default is continuing, the Trustee may, and upon the written request of the Initial Holder (during the Bank Loan Rate Period) or the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding the Trustee shall, by notice in writing delivered to the Hospital, with copies of such notice being sent to the Issuer and the Bank, declare the entire principal amount of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration, the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under the Loan Agreement.

(B) Upon the occurrence of any declaration by the Trustee under this Section 602, the principal of the Bonds then Outstanding and the interest accrued thereon shall thereupon become and be immediately due and payable, and interest shall cease to accrue thereon, and the Trustee shall immediately draw upon the Letter of Credit, if any, to the extent and in the manner provided in Section 408 hereof.

(C) Immediately after any acceleration hereunder, the Trustee, to the extent it has not already done so, shall notify in writing the Issuer, the Hospital, the Credit Facility Issuer, the Tender Agent, the Initial Holder (during the Bank Loan Rate Period) and the Remarketing Agent of the occurrence of such acceleration. Within 5 days of the occurrence of any acceleration hereunder, the Trustee shall notify by first class mail, postage prepaid, the owners of all Bonds Outstanding of the occurrence of such acceleration.

(D) If, after the principal of the Bonds has become due and payable, all arrears of interest upon the Bonds are paid by the Hospital, and the Hospital also performs all other things in respect to which it may have been in default hereunder and pays the reasonable charges of the

Trustee and the Bondholders, including reasonable attorneys' fees, then, and in every such case, the owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the Hospital and to the Trustee, may annul such acceleration and its consequences, and such annulment shall be binding upon the Trustee and upon all owners of Bonds issued hereunder; provided, however, that the Trustee shall not annul any declaration resulting from (1) an Event of Default specified in Section 601(E) hereof, (2) an Event of Default specified in Section 601(D) hereof without the prior written consent of the Credit Facility Issuer, (3) an Event of Default under Section 601(J) hereof without the prior written consent of the Initial Holder or (4) any Event of Default which has resulted in a drawing under the Credit Facility, unless the Trustee has received written confirmation from the Credit Facility Issuer that the Credit Facility has been reinstated to an amount equal to the amount thereof prior to such drawing. No such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. The Trustee shall forward a copy of any notice from Bondholders received by it pursuant to this paragraph to the Hospital and to the Credit Facility Issuer. Immediately upon such annulment, the Trustee shall cancel, by notice to the Issuer, the Hospital and to the Credit Facility Issuer, any demand for acceleration of payments hereunder and under the Bonds made by the Trustee pursuant to this Section 602. The Trustee shall promptly give written notice of such annulment to the Issuer, the Hospital, the Credit Facility Issuer, the Tender Agent, the Remarketing Agent, and, if notice of the acceleration of the Bonds shall have been given to the Bondholders, shall give notice thereof to the Bondholders.

SECTION 603. ENFORCEMENT OF REMEDIES. (A) Upon the occurrence and continuance of any Event of Default, the Trustee shall exercise such of the rights and powers vested in the Trustee by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. In considering what actions are or are not prudent in the circumstances, the Trustee shall consider whether or not to take such action as may be permitted to be taken by the Trustee under any of the Financing Documents.

(B) Upon the occurrence and continuance of any Event of Default, the Trustee shall give such notices and take all actions necessary to cause payments to be made hereunder and under the Letter of Credit if then in effect and may proceed forthwith to protect and enforce its rights under the Act, the Letter of Credit, the Loan Agreement and the other Financing Documents by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient.

(C) Upon the occurrence and continuance of any Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce payment of and receive any amounts due or becoming due from the Issuer, the Bank or the Hospital under any of the provisions of this Indenture, the Loan Agreement and the other Financing Documents, without prejudice to any other right or remedy of the Trustee or the Bondholders.

(D) Regardless of the happening of an Event of Default, the Trustee may institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Indenture and the other Financing Documents

by any acts which may be unlawful or in violation of this Indenture or of any other Financing Document or of any resolution authorizing the Bonds, or to preserve or protect the interest of the Trustee and/or the Bondholders.

(E) Notwithstanding anything to the contrary herein, so long as the Letter of Credit is in effect and the Bank is making all required payments with respect to the Letter of Credit in accordance with the terms of the Letter of Credit, the Trustee shall not exercise any remedies under this Article VI and the Trustee shall not, without the prior written consent of the Bank, take any actions which the Trustee is required or entitled to take under this Article VI unless and until the Trustee shall have accelerated the Bonds and drawn upon the Letter of Credit in accordance with Section 602 hereof and the Bank shall have defaulted in the performance of its obligations under the Letter of Credit, in which case the Bank shall have no authority to exercise any further rights hereunder unless and until said default shall have been cured by the Bank to the reasonable satisfaction of the Trustee.

(F) In the event of a default by the Bank in the performance of its obligations under the Letter of Credit, notwithstanding the provisions of subparagraph (E) above, the Bank shall have no authority to exercise any further rights hereunder, unless and until said default shall have been cured by the Bank to the reasonable satisfaction of the Trustee.

(G) Notwithstanding the foregoing, during the Bank Loan Rate Period, the Trustee shall not exercise the remedies provided for hereunder or under any of the Financing Documents without the written direction or consent of the Initial Holder.

SECTION 604. APPOINTMENT OF RECEIVERS. Upon the occurrence and continuance of an Event of Default and upon the filing of a suit or commencement of other judicial proceedings to enforce the rights of the Trustee under this Indenture and the other Financing Documents, the Trustee shall, to the extent permitted by law, be entitled, as a matter of right, to the appointment of a receiver or receivers of the Project Facility and of the revenues and receipts thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 605. RIGHTS OF BONDHOLDERS TO OBLIGATE TRUSTEE TO PROTECT BONDHOLDERS. Subject to the provisions of Section 603(E) hereof, if an Event of Default shall have happened, and if requested so to do by the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding, and if secured and indemnified as provided in Section 701(I) hereof, the Trustee shall be obligated to proceed to protect its rights and the rights of the Bondholders under the Loan Agreement, the Bonds, the Letter of Credit, this Indenture and the other Financing Documents, as the Trustee, being advised by Independent Counsel, shall deem most expedient in the interest of the Bondholders.

SECTION 606. REMEDIES NOT EXCLUSIVE; WAIVER AND NON-WAIVER OF EVENT OF DEFAULT. (A) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(B) No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

(C) No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent or concurrent Event of Default or shall impair any rights or remedies consequent thereto.

SECTION 607. RIGHTS OF BONDHOLDERS TO DIRECT PROCEEDINGS. Anything in this Indenture to the contrary notwithstanding, but nonetheless subject to the provisions of Section 603(E) hereof, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right at any time, by an instrument in writing executed and delivered to the Trustee and upon offering the Trustee the security and indemnity provided for in Section 701(I) hereof, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, the Letter of Credit, the Loan Agreement or the other Financing Documents, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction, in the sole opinion of the Trustee, is in accordance with the provisions of law and is not unduly prejudicial to the interests of the Bondholders not joining such direction.

SECTION 608. WAIVER BY ISSUER. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it may lawfully do so, the benefit of all such laws and all rights of appraisal and redemption to which it may be entitled under the laws of the State.

SECTION 609. APPLICATION OF MONEYS. (A) Except as provided in subsection (C) below, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VI shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances (including reasonable attorneys' fees) incurred or made by the Trustee, be deposited into the Bond Fund; and all moneys in the Bond Fund shall be applied, together with the other moneys held by the Trustee hereunder (other than amounts in the Rebate Fund), as follows:

(1) Unless the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied:

FIRST - to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND - to the payment to the Persons entitled thereto of the unpaid principal of and any premium on the Bonds (other than Bonds called for redemption for the payment of which moneys shall be held pursuant to the provisions of this Indenture) which shall have become due, in order of their maturities, with interest from the date upon which they became due and, if the amount available shall not be sufficient to pay in full the principal of and premium, if any, and interest on the Bonds due on any particular date, then to the payment ratably, according to amounts due respectively for principal, interest and premium, if any, to the Persons entitled thereto, without any discrimination or privilege;

THIRD - to the payment to the Persons entitled thereto of the principal of, premium, if any, on, or interest on the Bonds which may thereafter become due and payable, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest and premium, if any, then due and owing thereon, payment shall be made ratably according to the amount of interest, principal and premium, if any, due on such date to the Persons entitled thereto, without any discrimination or privilege; and

FOURTH - to the payment to the Credit Facility Issuer of all amounts due to the Credit Facility Issuer pursuant to the Reimbursement Agreement.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal and premium over interest or of interest over principal and premium, or of any installment of interest over any other installment of interest, or of any Bonds over any other Bonds, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the Persons entitled thereto without any discrimination or privilege.

(B) Whenever moneys are to be applied pursuant to the provisions of Section 609(A)(1) hereof, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for such application and the likelihood of additional moneys becoming available in the future. Whenever the Trustee shall apply such moneys under Section 609(A)(1), it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. Whenever moneys are to be applied pursuant to the provisions of Section 609(A)(2) hereof, such moneys shall be applied as soon as practicable upon receipt thereof. In either case, the Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee and a new Bond is issued or the Bond is canceled if fully paid.

(C) Any moneys received by the Trustee from the Bank pursuant to the exercise of any rights granted hereunder or under the Letter of Credit shall first be applied in accordance with Section 408 hereof.

SECTION 610. REMEDIES VESTED IN TRUSTEE. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds. Subject to the provisions of Section 609 hereof, any recovery or judgment shall be for the equal benefit of the holders of the Outstanding Bonds.

SECTION 611. RIGHTS AND REMEDIES OF BONDHOLDERS. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust under this Indenture or for the appointment to the extent permitted by law of a receiver or any other remedy hereunder, unless an Event of Default under Section 601(D), Section 601(E), Section 601(H) or Section 601(J) hereof has occurred or a default under Section 601 hereof has occurred of which the Trustee has been notified as provided in Section 614 hereof; nor unless also (A) such default, in the case of a default other than a default under Section 601(D), Section 601(E), Section 601(H) or Section 601(J) hereof, shall have become an Event of Default, and (B) the Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; nor unless also they have offered to the Trustee indemnity as provided in Section 701(I) hereof; nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding for a period of thirty (30) days after receipt by the Trustee of such request and offer of indemnity; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment to the extent permitted by law of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Lien of this Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds then Outstanding. Nothing in this Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective Holders thereof, at the time and place and from the source and in the manner in the Bonds expressed. The rights of the Holder of the Bonds under this Section 611 are subject to the rights of the Bank under Section 603(E) hereof.

SECTION 612. TERMINATION OF PROCEEDINGS. In case the Trustee shall have undertaken any proceedings to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Issuer, the Hospital, the Bank and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 613. WAIVERS OF EVENTS OF DEFAULT. The Trustee, with the prior written consent of the Initial Holder during the Bank Loan Rate Period or of the Bank while the Bonds are in any other Interest Rate Mode, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the holders of a majority of the aggregate principal amount of all the Bonds then Outstanding; provided, however, that there shall not be waived (A) any default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or upon proceedings for mandatory redemption, (B) any Event of Default requiring a draw under the Letter of Credit unless the Trustee shall have received written notice from the Bank that the Letter of Credit has been reinstated to its full stated amount, if there has been a reduction thereon, or (C) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due (whether at the stated maturity thereof or upon proceedings for redemption) as the case may be, shall have been paid or provided for, and no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto. The Trustee shall not grant any waiver or rescission hereunder unless all ordinary and extraordinary fees and expenses of the Trustee, including, but not limited to, reasonable attorneys' fees, incurred in connection with said default have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then, and in every such case, the Issuer, the Trustee, the Bank and the Bondholders, respectively, shall be restored to their former positions and rights hereunder.

SECTION 614. NOTICE OF DEFAULTS; OPPORTUNITY TO CURE. (A) Anything herein to the contrary notwithstanding, no default under Section 601 other than a default under Section 601(D), Section 601(E), Section 601(H) or Section 601(J) hereof shall constitute an Event of Default until the Trustee shall have received written notice thereof or shall have actual notice thereof and until actual notice of such default by registered or certified mail shall be given by the Trustee or by the Initial Holder (during the Bank Loan Rate Period) or by the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding to the Issuer, the Bank and the Hospital, and the Issuer, the Bank and the Hospital shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer, the Bank or the Hospital within the applicable period and diligently pursued until the default is corrected.

(B) The Trustee shall immediately notify the Issuer, the Hospital and the Bank of any Event of Default known to the Trustee.

[Balance of page left blank]

ARTICLE VII

THE TRUSTEE

SECTION 701. ACCEPTANCE OF THE TRUSTS. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts upon the following terms and conditions:

(A) The Trustee may execute any of the trusts or powers hereof and perform any of its duties hereunder by or through attorneys, agents, receivers or employees, but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning all matters of the trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney appointed with due care, who may be the attorney or attorneys for the Issuer, and shall not be responsible for any loss or damage resulting from any action or nonaction in reliance upon any such opinion or advice.

(B) Except as expressly provided herein, the Trustee shall not be responsible for any recital herein or in the Bonds (except in respect to the authentication certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for insuring the Property subject to the Lien of the Financing Documents, or for the value or title of any of the Property subject to the Lien of the Financing Documents, or to see to the recording or filing of this Indenture or any financing statement or any other document or instrument whatsoever, or for the payment of, or for minimizing taxes, charges, assessments or Liens upon the same, or otherwise as to the maintenance of the security hereof, except as to the safekeeping of the pledged collateral and except that, in the event the Trustee enters into possession of part or all of the Property subject to the Lien of the Financing Documents pursuant to any provision thereof, it shall use due diligence in preserving the same, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Issuer or the Hospital, but the Trustee may require of the Issuer and the Hospital full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Property subject to the Lien of the Financing Documents.

(C) The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(D) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and of any Bond or Bonds issued in exchange therefore or in place thereof.

(E) The Trustee may accept a certificate of the Secretary or Assistant Secretary of the Issuer under its corporate seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Hospital or the Bank signed by an Authorized Representative of the Hospital or the Bank, as the case may be, or a certificate of an Authorized Representative of the Issuer under seal, as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which it has been notified as provided in paragraph (M) of this Section or of which by said paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is or is not necessary or expedient, but may at its discretion, at the reasonable expense of the Hospital, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same.

(F) The permissive right of the Trustee to do things enumerated in the Financing Documents shall not be construed as a duty unless so specified herein, and in doing or not doing so the Trustee shall not be answerable for other than its own gross or willful misconduct.

(G) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(H) Notwithstanding anything elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any moneys, the release of any interest in Property or any action whatsoever, within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to those required herein.

(I) Before taking any action hereunder (except declaring an Event of Default and accelerating the Bonds in accordance with Section 602 hereof, or drawing under the Letter of Credit on an Interest Payment Date or a Bond Payment Date or in connection with mandatory tenders of Bonds), the Trustee may require that a security and indemnity reasonably satisfactory to it be deposited with it for the reimbursement of all fees, costs and expenses including, but not limited to, reasonable attorney's fees to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct.

(J) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law or by this Indenture. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon with the Issuer.

(K) The Trustee, prior to an Event of Default hereunder and after curing all Events of Default which may have occurred, undertakes to perform only such duties as are specifically set forth in this Indenture. In case an Event of Default has happened which has not been cured, the Trustee shall exercise the rights, duties and powers vested in it by this Indenture in good faith and with that degree of diligence, care and skill which ordinarily prudent persons would exercise under similar circumstances in handling their own affairs.

(L) The Trustee shall furnish to the Issuer during the term of this Indenture upon the written request of the Issuer any reports or other account of the use of any of the Issuer's funds held by the Trustee that may be required by any governmental body.

(M) The Trustee shall not be required to take notice or be deemed to have notice of the occurrence of any Event of Default other than an Event of Default under Section 601(D), Section 601(E) or Section 601(H), unless the Trustee shall have actual notice of such Event of Default or unless the Trustee shall be specifically notified in writing of such Event of Default by the Issuer, the Bank or the Hospital or by the owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default, except as aforesaid.

(N) The Trustee shall not be personally liable for any debts contracted or for damages to Persons or to personal Property injured or damaged, or for salaries or nonfulfillment of contracts, during any period in which it may be in the possession of or managing any Property subject to the Lien of the Financing Documents as in this Indenture provided.

(O) The Trustee shall not be required to expend or risk its own capital or give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(P) There shall be no additional fee charged by the Trustee for a draw under the Letter of Credit as contemplated by Section 408 hereof or by the terms of the Letter of Credit. Nothing in the foregoing sentence, however, shall limit the Trustee's right to charge additional fees in the event it is required to perform Extraordinary Services hereunder.

(Q) Before taking any action hereunder, or under any other Financing Document, which would result in the Trustee acquiring title to or taking possession of any portion or all of the Project Facility, the Trustee may require such environmental inspections and tests of the Project Facility and other environmental reviews as the Trustee deems necessary and, if the Trustee determines that the taking of title or possession of all or any portion of the Project Facility will expose the Trustee to claims or damages resulting from environmental or ecological conditions in any way relating to the Project Facility or any activities at the Project Facility, the Trustee may decline to take title to or possession of the Project Facility.

SECTION 702. FEES, CHARGES AND EXPENSES OF TRUSTEE. The Trustee shall be entitled to payment for its Ordinary Services and Ordinary Expenses, including, but not limited

to, reasonable attorney's fees, rendered or incurred hereunder and, in the event that it should become necessary for the Trustee to perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses, including, but not limited to, reasonable attorney's fees, in connection therewith; provided that, if such Extraordinary Services or Extraordinary Expenses are occasioned by the gross negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor.

SECTION 703. NOTICE TO BONDHOLDERS OF DEFAULT. If an Event of Default occurs of which the Trustee is, by Section 614 or paragraph (M) of Section 701 hereof, required to take notice or if notice of an Event of Default has been given to it as in said Section 614 or paragraph (M) provided, then the Trustee shall give written notice thereof by mail to all owners of Bonds then Outstanding as shown on the bond register maintained by the Trustee.

SECTION 704. INTERVENTION BY TRUSTEE. In any judicial proceeding to which the Issuer is a party relating to the Series 2017A Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding if offered the security and indemnity provided for in Section 701(I) hereof. The rights and obligations of the Trustee under this Section 704 are subject to the approval of a court of competent jurisdiction.

SECTION 705. SUCCESSOR TRUSTEE. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Trustee hereunder and vested with all of the title to the Trust Revenues and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 706. RESIGNATION BY THE TRUSTEE. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer, the Bank and the Hospital and by registered or certified mail to each Owner of Bonds then Outstanding and such resignation shall take effect at the end of such thirty (30) day period, but not prior to the acceptance of appointment by a successor Trustee under Section 709 hereof. Such notice to the Issuer, the Initial Holder (during the Bank Loan Rate Period), the Bank and the Hospital may be served personally or sent by registered mail. If an instrument of acceptance by a successor Trustee shall not be delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

SECTION 707. REMOVAL OF THE TRUSTEE. (A) The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, the Bank, the Initial Holder (during the Bank Loan Rate Period) and the Hospital, and signed by the

Owners of a majority in aggregate principal amount of all Bonds then Outstanding. Such notice shall specify the date that such removal shall take effect.

(B) No removal of the Trustee under this Section 707 shall be effective until a successor Trustee shall have been appointed and shall have accepted the terms and conditions imposed hereby.

SECTION 708. APPOINTMENT OF SUCCESSOR TRUSTEE BY THE BONDHOLDERS; TEMPORARY TRUSTEE. (A) In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys; provided, nevertheless, that in case of vacancy, the Issuer by an instrument executed and signed by the Chairman or Vice Chairman and attested by the Secretary or Assistant Secretary of the Issuer under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders.

(B) Every such successor or temporary Trustee appointed pursuant to the provisions of this Section 708 shall (1) be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, (2) be located within or outside the State, (3) be duly authorized to exercise trust powers in the State, (4) be subject to examination by a federal or state authority, and (5) maintain a reported capital and surplus of not less than \$20,000,000 (or a combined capital and surplus in excess of \$3,000,000 and the obligations of which, whether now in existence or hereafter incurred, are fully guaranteed by a corporation organized and doing business under the laws of the United States, any State or Territory thereof or of the District of Columbia, that has a combined capital and surplus of at least \$50,000,000), if there be one able and willing to accept the trust on reasonable and customary terms.

SECTION 709. CONCERNING ANY SUCCESSOR TRUSTEE. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, Properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Trustee all the estates, Properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor Trustee for more fully and certainly vesting in such successor the estates, Properties, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and

delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VII, shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded.

SECTION 710. TRUSTEE PROTECTED IN RELYING UPON RESOLUTIONS, ETC. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of moneys hereunder.

SECTION 711. SUCCESSOR TRUSTEE AS TRUSTEE, PAYING AGENT AND BOND REGISTRAR. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be Trustee and paying agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee and paying agent and Bond Registrar.

SECTION 712. TRUST MAY BE VESTED IN SEPARATE OR CO-TRUSTEE. (A) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction, including particularly the law of the State, denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of any such instrument on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the trust herein created, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee.

(B) In the event that the Trustee appoints an additional institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee, but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies; and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

(C) Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such Properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, Properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

SECTION 713. RESERVED.

SECTION 714. NEW YORK REAL PROPERTY LAW. (A) To the extent, if any, that Article 4-a of the New York Real Property Law, as in effect from time to time, may apply to this Indenture or the transactions contemplated hereby, then and in such event, notwithstanding any provision of this Indenture to the contrary, the following provisions of this Section 714 shall apply to this Indenture.

(B) The Trustee shall have, without limitation, the following additional powers and duties:

(1) To receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all payments of monies required to be made under this Indenture and to disburse the same pursuant to the terms hereof.

(2) To act as tax withholding agent, and to receive, collect and pay the necessary taxes and hold the surplus, if any, in trust for the rightful owner thereof.

(3) In the event of a default in the payment or deposit of interest, amortization, taxes, assessments or principal (without any request from the Bondholders or any of them) with due diligence, prudence and care in its discretion:

(a) to take such action as may be necessary or proper to sequester the rents and income from the Project Facility and otherwise from the Trust Estate;

(b) to procure from the owner of the Project Facility and/or of the Trust Estate an assignment of rents and/or a consent to enter into possession of the Project Facility and/or the Trust Estate and to collect the rents and income therefrom;

(c) to apply to any court of competent jurisdiction for the appointment of a receiver of the rents and income from the Project Facility and the Trust Estate;

(d) to declare due and payable forthwith any principal amount remaining due and unpaid and commence an action to foreclose any Lien on the Project Facility and/or the Trust Estate;

(e) to apply the moneys received as rents and income from the Project Facility and/or the Trust Estate as well as moneys received by the Trustee from any receiver appointed for the Project Facility and/or the Trust Estate in his discretion, to the maintenance and operation of such Trust Estate, the payment of taxes, water rents and assessments levied thereon and any arrears thereof, to the payment of underlying Liens, and to the creation and maintenance of a reserve or sinking fund, and after the commencement of an action to foreclose any Lien on the Project Facility and/or the Trust Estate, to distribute ratably among the Bondholders any moneys remaining in its hands; and

(f) to render annually to the Bondholders, after the occurrence of an Event of Default, unless such Event of Default be previously cured, a summarized statement of income and expenditures in connection with the Trust Estate.

(4) To permit the Issuer or other Person in possession or control of the Project Facility and/or the Trust Estate, or its successors in interest, to be free to select the insurance broker or agent through whom any insurance of any kind is to be placed or written on any property affected or covered by a mortgage held by such Trustee.

(C) The powers and duties conferred and imposed in subsection (B) of this Section 714 shall be in addition to those conferred and imposed by other provisions of this Indenture and, in case of a conflict, the provisions of said subsection (B) shall prevail; provided, however, that if Article 4-A of the Real Property Law of the State (or any successor provision) or any portion thereof should at any time be repealed or should be construed by a non-appealable judicial decision of a State or Federal court specifically to be inapplicable to this Indenture, said subsection (B) or the corresponding provisions of said subsection (B), as the case may be, shall cease to have any further force and effect; provided, further, that any modification of the powers and duties of a trustee pursuant to Article 4-A of the Real Property Law of the State shall be incorporated by reference herein as part of said subsection (B).

SECTION 715. CONFLICTS OF INTEREST. (A) To the extent, if any, that Article 4-A of the New York Real Property Law, as in effect from time to time, may apply to this Indenture or the transactions contemplated hereby, then and in such event, notwithstanding any provision of this Indenture to the contrary, the following provisions of this Section 715 shall apply to this Indenture. If the Trustee has or shall acquire any conflicting interest as hereinafter defined:

(1) the Trustee shall, within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment; and the Issuer shall take prompt steps to have a successor appointed in the manner provided in this Indenture;

(2) in the event that the Trustee shall fail to comply with the provisions of paragraph (1) of this subsection (A), the Trustee shall, within ten (10) days after the expiration of such ninety-day period, transmit notice of such failure by mail (a) to all registered Holders of Bonds, as the names and addresses of such Holders appear upon the registration books of the Issuer, (b) to such Holders of Bonds as have, within the two (2) years preceding such transmission, filed their names and addresses with the Trustee for the purpose of receiving notices or reports to Holders of Bonds and (c) to all Holders of Bonds whose names and addresses are contained in information currently preserved by the Trustee for such purpose in accordance with subsection (G) of this Section 715; and

(3) any Holder of Bonds who has been a bona fide Holder thereof for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee, and the appointment of a successor, if the

Trustee fails, after written request therefor by such Holder, to comply with the provisions of paragraph (1) of this subsection (A).

(B) For purposes of subsection (A) of this Section 715, the Trustee shall be deemed to have a conflicting interest if:

(1) the Trustee is trustee under another mortgage, deed of trust, trust indenture or other similar instrument (hereinafter in this Section 715 referred to as an "indenture") under which any other securities, or certificates of interest or participation in any other securities, of an obligor upon the Bonds are outstanding unless (1) such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture, or (2) such obligor has no substantial unmortgaged assets and is engaged primarily in the business of owning, or of owning and developing or operating, real estate, and this Indenture and such other indenture are secured by wholly separate and distinct parcels of real estate; provided, however, that there shall be excluded from the operation of this paragraph any other indenture or indentures which shall have been qualified with the United States Securities and Exchange Commission pursuant to the provisions of the Trust Indenture Act of 1939, as from time to time amended and in force;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Bonds or an underwriter for such an obligor;

(3) the Trustee directly or indirectly controls, or is directly or indirectly controlled by or is under direct or indirect common control with, an obligor upon the Bonds or an underwriter for such an obligor;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of an obligor upon the Bonds, or of an underwriter (other than the Trustee itself) for such an obligor who is currently engaged in the business of underwriting, except that (a) one individual may be a director or an executive officer of the Trustee and a director or an executive officer of such obligor, but may not be at the same time an executive officer of both the Trustee and of such obligor, and (b) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director or an executive officer of the Trustee and a director of such obligor, and (c) the Trustee may be designated by any such obligor or by any underwriter for any such obligor to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this subsection (B), to act as trustee, whether under an indenture or otherwise;

(5) ten percent or more of the voting securities of the Trustee is beneficially owned either by an obligor upon the Bonds or by any director, partner or executive officer thereof, or twenty percent or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per centum or more of the voting securities of the Trustee is beneficially owned either by an underwriter for any such obligor or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter defined, (a) five per centum or more of the voting securities, or ten per centum or more of any other class of security, of an obligor upon the Bonds, not including the Bonds and securities issued under any other indenture under which the Trustee is also such trustee, or (b) ten per centum or more of any class of securities of an underwriter for any such obligor;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter defined, five per centum or more of the voting securities of any person who, to the knowledge of the Trustee, owns ten per centum or more of the voting securities of, or controls directly or indirectly or is under direct or indirect control with, an obligor upon the Bonds;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter defined, ten per centum or more of any class of securities of any person who, to the knowledge of the Trustee, owns fifty per centum or more of the voting securities of an obligor upon the Bonds; or

(9) the Trustee owns, on October fifteenth in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum or more of the voting securities, or of any class of securities, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7) or (8) of this subsection (B). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of not more than two (2) years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum of such voting securities or twenty-five per centum of any such class of securities. Promptly after October fifteenth in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such October fifteenth. If the Issuer fails to make payment in full of principal or interest under this Indenture when and as the same becomes due and payable, and such failure continues for thirty (30) days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by the Trustee, with sole or joint control over such securities vested in it, shall be considered as though beneficially owned by the Trustee, for the purposes of paragraphs (6), (7) and (8) of this subsection (B).

(C) The specification of percentages of paragraphs (5) through (9), inclusive, of subsection (B) of this Section 715 shall not be construed as indicating that the ownership of such percentages of the securities of a Person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or (7) of subsection (B) of this Section 715.

(D) For the purposes of paragraphs (6), (7), (8) and (9) of paragraph (B) of this Section 715, (1) the terms “security” and “securities” shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay monies lent to a Person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (2) an obligation shall be deemed to be “in default” when a default in payment of principal shall have continued for thirty (30) days or more, and shall not have been cured; and (3) the Trustee shall not be deemed the owner or holder of (a) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (b) any security which it holds as collateral security under this Indenture, irrespective of any default thereunder, or (c) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

(E) For the purposes of subsection (B) of this Section 715, the term “underwriter”, when used with reference to an obligor upon the Bonds, means every Person who, within three (3) years prior to the time as of which the determination is made, was an underwriter of any security of such obligor outstanding at such time.

(F) When used in subsections (B) through (E), inclusive, of this Section 715, unless the context otherwise requires:

(1) The term “underwriter” means any Person who has purchased from an issuer with a view to, or offers or sells for an issuer in connection with, the distribution of any security, or participates or has a direct or indirect participation in any such undertaking, or participates or has a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a Person whose interest is limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors’ or sellers’ commission.

(2) The term “director” means any director of a corporation or any individual performing similar functions with respect to any organization, whether incorporated or unincorporated.

(3) The term “executive officer” means the president, every vice president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization, whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

(4) The term “obligor”, when used with respect to the Bonds, means every person who is liable thereon.

(5) The term “voting security” means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a Person; and a specified percentage of the

voting securities of a Person means such amount of the outstanding voting securities of such Person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such Person are entitled to cast in the direction or management of the affairs of such Person.

(G) The Issuer agrees that it will furnish or cause to be furnished to the Trustee as soon as reasonably practicable after receipt thereof and at such other times as the Trustee may request in writing all information in the possession or control of the Issuer as to the names and addresses of the Holders of the Bonds. The Trustee shall preserve, in as current a form as is reasonably practicable, all such information so furnished to it.

SECTION 716. DESIGNATION AND SUCCESSION OF TENDER AGENTS. (A) The Trustee hereby agrees to act as Tender Agent for the Bonds. In the event a Tender Agent, other than the Trustee, is required in connection with the remarketing of the Bonds, the Hospital is hereby authorized to appoint a Tender Agent meeting the requirements set forth in Section 717 hereof. Upon the appointment of a Tender Agent pursuant to Section 717 hereof, the Tender Agent shall agree to provide, as soon as practicable, the Trustee with copies of all written notices it receives in connection with its duties as Tender Agent.

(B) Any corporation or association into which a Tender Agent may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any party hereto. Any Tender Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days' notice to the Issuer, the Hospital, the Bank and the Trustee; provided, that such resignation shall not take effect until a successor Tender Agent shall have accepted its duties and obligations hereunder. The Tender Agent may be removed at any time upon at least thirty (30) days' notice by an instrument, signed by the Issuer at the direction of the Hospital and delivered to the Tender Agent and filed with the Trustee.

(C) In the event of the resignation or removal of a Tender Agent, or in the event the Tender Agent shall be dissolved, or if the property or affairs of a Tender Agent shall be taken under the control of any state or federal court or administrative body by reason of insolvency or bankruptcy, the Issuer shall, or for any other reason the Issuer may, with the consent of the Bank and the Hospital, appoint a successor Tender Agent, meeting the requirements set forth in Section 717 hereof. The former Tender Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to the successor Tender Agent when appointed, or, if there be no successor Tender Agent appointed within thirty (30) days, to the Trustee. In the event that (1) the Issuer shall fail to propose for the consent of the Bank and the Hospital a successor Tender Agent hereunder or, (2) the position of Tender Agent shall be vacant for any other reason, the Trustee, shall accept the assignment and delivery of the moneys and Bonds held by the former Tender Agent and shall hold and dispose of them as set forth in this Section. It is expressly understood hereunder that if in the event the position of Tender Agent is vacant for any reason, the Trustee shall assume the duties of Tender Agent hereunder. If the Issuer shall fail to propose a successor Tender Agent for the consent of the Bank and the Hospital within thirty (30) days

after request, the Trustee may appoint a successor Tender Agent with the written consent of the Bank and the Hospital. Neither the Issuer nor the Trustee shall incur any liability as a result of any appointment or failure to appoint the Tender Agent or a successor Tender Agent.

(D) The Trustee shall, within 10 days of the resignation or removal of the Tender Agent or the appointment of a successor Tender Agent, give notice thereof by first class mail, postage prepaid, to the owners of the Bonds.

SECTION 717. QUALIFICATIONS OF TENDER AGENT. (A) The Tender Agent shall be a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, and, if the Bonds are rated by Moody's and rated at least Baa3/P3 or otherwise qualified by Moody's, having a combined capital and surplus of at least \$20,000,000 (or a combined capital and surplus in excess of \$3,000,000 and the obligations of which, whether now in existence or hereafter incurred, are fully guaranteed by a corporation organized and doing business under the laws of the United States, and State or Territory thereof or of the District of Columbia, that has a combined capital and surplus of at least \$50,000,000) and authorized by law to perform all the duties imposed upon it by this Indenture.

(B) Any successor Tender Agent shall designate its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee, the Issuer and the Credit Facility Issuer in which the Tender Agent will agree, particularly:

(1) to hold all Bonds delivered to it pursuant to Section 304 hereof, as agent and bailee of, and in escrow for the benefit of, the respective owners thereof until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such owners;

(2) to hold all moneys (without investment thereof) delivered to it hereunder for the purchase of Bonds pursuant to Section 304 hereof as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until the Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;

(3) to hold Bonds for the account of the Issuer as contemplated by Section 307(A)(3) hereof;

(4) to hold Bonds purchased pursuant to Section 304 hereof with moneys representing the proceeds of a drawing under the Credit Facility to be held pursuant to Section 308 hereof as agent and bailee; and

(5) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee and the Issuer at all reasonable times.

SECTION 718. DESIGNATION AND SUCCESSION OF REMARKETING AGENT. (A) Upon Conversion of the Bonds from the Bank Loan Rate or upon the purchase of the Bonds pursuant to Section 304(C) hereof, the Issuer shall appoint a Remarketing Agent under this Indenture and may appoint a different Remarketing Agent from time to time in accordance with this Indenture. Each Remarketing Agent, by written instrument delivered to the Trustee, the Hospital and the Issuer, shall accept the duties and obligations imposed on it under this Indenture and shall become a party to the Remarketing Agreement.

(B) In addition to the other obligations imposed on the Remarketing Agent hereunder, the Remarketing Agent shall agree to keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Issuer and the Trustee at all reasonable times.

(C) If at any time a Remarketing Agent is unable or unwilling to act as a Remarketing Agent, such Remarketing Agent, upon 60 days' prior written notice to the Issuer, the Trustee, the Tender Agent, and any other Remarketing Agent, may resign. Any Remarketing Agent may be removed at any time by the Issuer, by written notice signed by the Issuer and delivered to the Trustee and such Remarketing Agent. Upon resignation or removal of a Remarketing Agent, the Issuer shall either appoint a successor Remarketing Agent or authorize the remaining Remarketing Agent or Agents to act alone in such capacity, in which case all reference in this Indenture to the Remarketing Agent shall mean the remaining Remarketing Agent or Agents. If the remaining Remarketing Agent resigns or is removed, the Issuer shall appoint a substitute Remarketing Agent or Agents.

(D) In the event that the Issuer shall fail to appoint a Remarketing Agent or Agents, upon the Conversion of the Bonds from the Bank Loan Rate, the purchase of the Bonds pursuant to Section 304(C) or upon the resignation or removal of the remaining Remarketing Agents or upon their dissolution, insolvency or bankruptcy, the Trustee shall appoint a Remarketing Agent or Agents.

(E) The Trustee shall, within 10 Business days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, give notice thereof by first class mail, postage prepaid, to the owners of the Bonds.

SECTION 719. QUALIFICATIONS OF REMARKETING AGENT. Any successor Remarketing Agent shall be an institution authorized by law to perform all the duties imposed upon it under this Indenture and the Remarketing Agreement.

[Balance of page left blank]

ARTICLE VIII

SUPPLEMENTAL INDENTURES

SECTION 801. SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF BONDHOLDERS. (A) The Issuer and the Trustee, without the consent of, or notice to, any of the Bondholders, may enter into an indenture or indentures supplemental to this Indenture and not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (1) to cure any ambiguity or formal defect or omission in this Indenture;
- (2) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (3) to subject additional rights and revenues to the Lien of this Indenture, or to identify more precisely the Trust Estate;
- (4) to obtain or maintain a rating on the Bonds from Moody's or Standard & Poor's;
- (5) to comply with the provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes;
- (6) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect or under any state Blue Sky Law; or
- (7) to enable the issuance of Additional Bonds.

(B) The Issuer and the Trustee may rely on an opinion of Independent Counsel as conclusive evidence that the execution and delivery of any amendment or supplemental indenture has been effected in compliance with this Section 801. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the rights, duties or immunities of the Trustee.

SECTION 802. SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF BONDHOLDERS. (A) Except for supplemental indentures as provided in Section 801 hereof, the Holders of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Issuer or the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any

supplemental indenture; provided, however, that nothing contained in this Section 802 shall permit or be construed as permitting (1) without the consent of the Holder of such Bond, (a) a reduction in the rate, or extension of the time of payment, of interest on any Bond, (b) a reduction of any premium payable on the redemption of any Bond, or an extension of time for such payment, or (c) a reduction in the principal amount payable on any Bond, or an extension of time in which the principal amount of any Bond is payable, whether at the stated or declared maturity or redemption thereof, (2) the creation of any Lien prior to or on a parity with the Lien of this Indenture (other than that parity Lien created to secure the Additional Bonds), (3) a reduction in the aforesaid aggregate principal amount of Bonds, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holders of all the Bonds at the time Outstanding which would be affected by the action to be taken, (4) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (5) a privilege or priority of any Bond or Bonds over any other Bond or Bonds.

(B) If at any time the Issuer and the Trustee propose to enter into any such supplemental indenture for any of the purposes specified in this Section 802, the Trustee shall, upon being satisfactorily secured and indemnified as provided in Section 701(I) hereof with respect to fees, costs and expenses, including, but not limited to, reasonable attorneys' fees, cause notice of the proposed execution of such supplemental indenture to be mailed to each Bondholder. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice, the Holders of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 802 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

(C) The Issuer and the Trustee may rely upon an opinion of Independent Counsel as conclusive evidence that the execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Section 802.

SECTION 803. SUPPLEMENTAL INDENTURES; CONSENT OF CREDIT FACILITY ISSUER. Notwithstanding anything to the contrary herein contained, if there is in effect a Credit Facility or an Alternate Credit Facility relating to the Bonds and there exists no wrongful dishonor of any drawing presented under the Credit Facility or Alternate Credit Facility then in effect, the Issuer and the Trustee shall in no event enter into any indenture supplemental to this Indenture under Section 801 or Section 802 hereof without the prior written consent of the Credit Facility Issuer and such other assurance from the Credit Facility Issuer as counsel to the Trustee may require that the Credit Facility Issuer's obligations under the Credit Facility have not been diminished or otherwise affected by such supplemental indenture. The Issuer and the Trustee shall be entitled to rely upon such certificates or opinions delivered by the Credit Facility Issuer

or its counsel to such effect. Notwithstanding anything to the contrary contained herein, while the Bonds bear interest at the Bank Loan Rate, the consent of the Initial Holder shall be required prior to the Hospital or the Trustee entering into any indenture supplemental to this Indenture.

SECTION 804. SUPPLEMENTAL INDENTURES; CONSENT OF THE HOSPITAL. Notwithstanding anything contained in this Indenture to the contrary, and so long as there is no Event of Default on the part of the Hospital under the Loan Agreement, no supplemental indenture which affects any rights or liabilities of the Hospital shall become effective unless or until the Hospital shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Hospital at least fifteen (15) days prior to the proposed date of execution and delivery of any supplemental indenture. The Hospital shall be deemed to have consented to the execution and delivery of any supplemental indenture if the Trustee has not received a letter of protest or objection signed by the Hospital within fifteen (15) days after the mailing of said notice and a copy of the supplemental indenture. The Trustee may rely upon an opinion of Independent Counsel as conclusive evidence whether or not a supplemental indenture affects any rights or liabilities of the Hospital within the meaning of, and for the purposes of, this Section 804.

SECTION 805. EFFECT OF SUPPLEMENTAL INDENTURES. Any supplemental indenture executed in accordance with the provisions of this Article VIII shall thereafter form part of the terms and conditions of this Indenture for any and all purposes.

[Balance of page left blank]

ARTICLE IX

AMENDMENT TO LOAN AGREEMENT, CREDIT FACILITY OR OTHER FINANCING DOCUMENTS

SECTION 901. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS NOT REQUIRING CONSENT OF BONDHOLDERS. (A) The Issuer, the Hospital and the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement or any other Financing Document (other than this Indenture) as may be required (1) by the provisions of any Financing Document, (2) for the purpose of curing any ambiguity or formal defect therein or omission therefrom, (3) so as to identify more precisely the Project Facility, (4) in connection with any supplemental indenture entered into pursuant to Section 801 hereof, (5) to obtain or maintain a rating on the Bonds from Moody's or Standard & Poor's, (6) to permit the issuance of Additional Bonds, (7) to comply with the provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, (8) in connection with any other supplemental indenture or amendment or modification of any other supplemental indenture or otherwise provided for in the Master Indenture, but only if any such amendment, change or modification is not materially adverse to the interests of the Trustee or the Bondholders, or (9) as may be requested by the Credit Facility Issuer pursuant to Section 905 hereof.

(B) The Trustee may rely upon an opinion of Independent Counsel as conclusive evidence that the execution and delivery of any amendment, change or modification to the Loan Agreement or any other Financing Document other than this Indenture has been effected in compliance with the provisions of this Section 901.

SECTION 902. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS REQUIRING CONSENT OF BONDHOLDERS. (A) Except for the amendments, changes or modifications as provided in Section 901 hereof, neither the Issuer, the Hospital nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement or any other Financing Document (other than this Indenture) without the mailing of notice and the written approval or consent thereto of the Holders of not less than two-thirds in aggregate principal amount of the Bonds at the time Outstanding given as in this Section 902 provided.

(B) If at any time the Issuer and the Hospital shall request the consent of the Trustee to any such proposed amendment, change or modification of the Loan Agreement or any other Financing Document (other than this Indenture) not authorized by Section 901 hereof, the Trustee shall, upon being satisfactorily secured and indemnified as provided in Section 701(I) hereof with respect to fees, costs and expenses including, but not limited to, reasonable attorney's fees, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 702 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Office of the Trustee for inspection by all Bondholders.

(C) The Trustee may rely upon an opinion of Independent Counsel as conclusive evidence that the execution and delivery of this Indenture has been effected in compliance with the provisions of this Section 902.

SECTION 903. AMENDMENTS TO LOAN AGREEMENT OR OTHER FINANCING DOCUMENTS; CONSENT OF CREDIT FACILITY ISSUER. Notwithstanding anything to the contrary herein contained, if there is in effect a Credit Facility relating to the Bonds and there exists no wrongful dishonor of any drawing presented under the Credit Facility then in effect, the Issuer and the Trustee shall in no event consent to any amendment, change or modification of the Loan Agreement or any other Financing Document (other than this Indenture, amendments to which are provided for in Article VIII) without the prior written consent of the Credit Facility Issuer and such other assurance from the Credit Facility Issuer as counsel to the Trustee may require that the Credit Facility Issuer's obligations under the Credit Facility have not been diminished or otherwise affected by such amendment, change or modification of the Loan Agreement. The Issuer and the Trustee shall be entitled to rely upon such certificates or opinions delivered by the Credit Facility Issuer or its counsel to such effect. Notwithstanding anything to the contrary contained herein, while the Bonds bear interest at the Bank Loan Rate, the consent of the Initial Holder shall be required prior to the Hospital or the Trustee entering into any amendment to the Loan Agreement or other Financing Documents except as provided in Section 901.

SECTION 904. AMENDMENTS TO CREDIT FACILITY. The Trustee shall notify Bondholders of a proposed amendment of the Credit Facility and may consent thereto with the consent of the owners of at least a majority in aggregate principal amount of the Bonds then Outstanding which would be affected by the action proposed to be taken; provided, that the Trustee shall not, while the Interest Rate Mode is the Long-Term Rate, without the unanimous consent of the owners of all Bonds then Outstanding, consent to any amendment which would (1) decrease the amount payable under the Credit Facility or (2) reduce the term of the Credit Facility.

SECTION 905. AMENDMENTS REQUESTED BY CREDIT FACILITY ISSUER. If there is in effect a Credit Facility relating to the Bonds and there exists no wrongful dishonor of any drawing presented under the Credit Facility then in effect, the Issuer, the Hospital and the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement or any other Financing Document (other than this Indenture) requested by the Credit Facility Issuer, but only if such amendment, change or modification is requested in writing by the Credit Facility Issuer, the Credit Facility Issuer has not failed to make any payment required to be made by it under the Letter of Credit and the Trustee shall receive such assurance from the Credit Facility Issuer as counsel to the Trustee may require that the Credit Facility Issuer's obligations under the Credit Facility have not been diminished or otherwise affected by such amendment, change or modification.

[Balance of page left blank]

ARTICLE X

SATISFACTION AND DISCHARGE OR ASSIGNMENT OF INDENTURE

SECTION 1001. SATISFACTION AND DISCHARGE OR ASSIGNMENT OF LIEN. (A) If the Issuer (1) shall pay or cause to be paid, from sources other than the proceeds of a draw under the Credit Facility, to the Holders and Owners of the Bonds, the principal of the Bonds and premium, if any, due on the Bonds, at the times and in the manner stipulated therein and herein, (2) shall pay or cause to be paid from any source, to the Holders and Owners of Bonds, the interest to become due on the Bonds at the times and in the manner stipulated therein and herein, (3) shall have paid all fees, costs and expenses including, but not limited to, reasonable attorney's fees of the Trustee and each paying agent, (4) shall pay or cause to be paid the entire Rebate Amount to the United States in accordance with the Tax Documents and Section 407 hereof, and (5) shall pay or cause to be paid to the Bank any and all sums due and to become due under the Reimbursement Agreement or any other Financing Document, then these presents and the trust and rights hereby granted shall cease, terminate and be void, and thereupon the Trustee shall (a) cancel and discharge the Lien of this Indenture upon the Trust Estate and the Trustee's rights under the other Financing Documents and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy same, (b) reconvey to the Issuer the Loan Agreement and the trust hereby conveyed, (c) assign and deliver to the Hospital any interest in Property at the time subject to the Lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of, interest and premium, if any, on the Bonds, and (d) deliver to the Credit Facility Issuer the Credit Facility for cancellation.

(B) If the Trustee draws on the Credit Facility for payment of the entire principal of, premium, if any, and interest on the Bonds Outstanding in accordance with the provisions of this Indenture, then, simultaneously with the delivery to the Credit Facility Issuer of a sight draft and required accompanying documentation, the Trustee shall deliver to the Credit Facility Issuer, in escrow, an instrument or instruments in form for recording, executed by the Trustee evidencing the assignment to the Credit Facility Issuer without recourse of the Lien of this Indenture and the rights of the Trustee under the other Financing Documents, together with instructions to the Bank that such instrument or instruments be released from escrow upon confirmation from a director bank of the Federal Reserve wire system that same day funds in the amount of the Trustee's draw on the Credit Facility have been transmitted for the account of the Trustee, and the amount paid by the Letter of Credit Issuer under the Credit Facility and any additional sums due the Bank pursuant to the Reimbursement Agreement shall thereafter constitute the debt secured by this Indenture.

(C) All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in Section 1001(A) hereof if, under circumstances which, in the opinion of Bond Counsel, do not adversely affect the exclusion under the Code of interest on the Bonds from the gross income of the Holders thereof for Federal income tax purposes, the following conditions shall have been fulfilled: (1) in case any of the Bonds are to be redeemed on any date prior to their maturity, the provisions in Article III hereof relating to such redemption shall have been satisfied; and (2) there shall be on deposit with the Trustee in the Defeasance Account, in trust and irrevocably set aside exclusively for

such payment in the Defeasance Account, (a) moneys sufficient to make such payment and any payment of the Purchase Price of Bonds pursuant to Section 304 hereof; provided, that if a Credit Facility is then held by the Trustee, any such moneys necessary for the payment of Bonds not yet due shall constitute Available Moneys and/or (b) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys (without consideration of any reinvestment thereof) to make such payment and any payment of the Purchase Price of Bonds pursuant to Section 304 hereof, and which are not subject to prepayment, redemption or call prior to their stated maturity; provided, that if a Credit Facility is then held by the Trustee, such Governmental Obligations shall have been on deposit with the Trustee in a separate and segregated account for a period of 95 days during which no Event of Bankruptcy has occurred, or shall have been purchased with Available Moneys.

(D) No Bonds in respect of which a deposit under clause (a) or (b) of Section 1001(C)(2) above has been made shall be deemed paid within the meaning of this Article unless the Trustee is satisfied that the amounts deposited are sufficient to make all payments that might become due on the Bonds; provided that notwithstanding any other provision of this Indenture, any Bonds purchased with such moneys pursuant to Section 304 hereof shall be surrendered to the Trustee for cancellation and shall not be remarketed. Notwithstanding the foregoing, no delivery to the Trustee under Section 1001(C) hereof shall be deemed a payment of any Bonds which are to be redeemed prior to their stated maturity until such Bonds shall have been irrevocably called or designated for redemption on a date thereafter on which such Bonds may be redeemed in accordance with the provisions of this Indenture and proper notice of such redemption shall have been given in accordance with Article III or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to give, in the manner and at the times prescribed by Article III, notice of redemption. Neither the obligations nor moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal of, redemption price of and interest on the Bonds with respect to which such deposit has been made. In the event that such moneys or obligations are to be applied to the payment of principal or redemption price of any Bonds more than 60 days following the deposit thereof with the Trustee, the Trustee shall mail once to all owners of Bonds for the payment of which such moneys or obligations are being held at their registered addresses a notice stating that such moneys or obligations have been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held and shall mail copies of all such notices to the Rating Service, if the Bonds are then rated by a Rating Service.

(E) The Trustee may rely upon (1) an opinion of an Accountant as to the sufficiency of the cash or such Government Obligations on deposit and (2) an opinion of counsel reasonably acceptable to the Trustee and to each Rating Service by which the Bonds are then rated and experienced in bankruptcy matters to the effect that such moneys constitute Available Moneys.

(F) Anything in Article VIII to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of the principal or redemption price of the Bonds and the interest thereon and the principal or redemption price of such Bonds and the interest thereon shall not have in

fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the owner of each of the Bonds affected thereby.

(G) Notwithstanding the foregoing, those provisions relating to the purchase of Bonds, the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments to the Hospital and the Bank from the Bond Fund, the rebate of moneys to the United States in accordance with Section 407 hereof, and the duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Authenticating Agents, Paying Agents and the Bondholders notwithstanding the release and discharge of this Indenture. The provisions in this Article shall survive the release, discharge and satisfaction of this Indenture.

[Balance of page left blank]

ARTICLE XI

MISCELLANEOUS

SECTION 1101. CONSENTS AND OTHER INSTRUMENTS OF BONDHOLDERS. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(A) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying to the execution thereof. Where such execution is by an officer of a corporation or association or a director of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(B) The ownership of Bonds shall be proven by the bond register.

(C) Any request, consent or vote of the Holder of any Bond shall bind every future holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(D) In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer, the Hospital, the Bank or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, the Bank or the Hospital shall be disregarded and deemed not to be Outstanding for the purposes of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section 1101 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 1102. LIMITATION OF RIGHTS. With the exception of rights herein expressly conferred, nothing expressed or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

SECTION 1103. NOTICES. (A) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE ISSUER:

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York
Attention: Chief Executive Officer

WITH A COPY TO:

Briggs Norfolk LLP
2296 Saranac Avenue
Lake Placid, New York
2946
Attention: Jenifer Briggs, Esq.

IF TO THE HOSPITAL:

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

WITH A COPY TO:

Rivkin Radler LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

IF TO THE TRUSTEE:

U.S. National Bank Association
100 Wall Street, 16th floor
New York, New York 10005
Attention: Corporate Trust Department

IF TO THE INITIAL HOLDER:

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, New York 10105
Attention: Craig R. Kincade, Senior Vice President

WITH A COPY TO:

Reed Smith LLP
599 Lexington Avenue
New York, New York 10022
Attention: Jeffrey S. Page, Esq.

TO MOODY'S INVESTOR SERVICE:

Moody's Investor Service
99 Church Street
New York, New York 10007
Attention: Municipal Structure Finance Group

TO STANDARD AND POOR'S:

S&P Global
25 Broadway
New York, New York 10004
Attention: Municipal Finance Department

(C) A duplicate copy of each notice, certificate and other communication given hereunder by (1) the Hospital or the Issuer shall also be given to the Trustee, and (2) the Hospital, the Issuer or the Trustee shall also be given to the Initial Holder.

(D) The Issuer, the Hospital, the Initial Holder and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent.

SECTION 1104. ADDITIONAL NOTICES TO RATING AGENCY. The Trustee hereby agrees that if at any time (i) payment of principal and interest on the Bonds is accelerated pursuant to the provisions of Section 602 hereof, (ii) the Issuer shall redeem all or any portions of the Bonds outstanding hereunder prior to maturity, (iii) a successor Trustee is appointed hereunder; (iv) the Bondholders shall consent to an amendment to this Trust Indenture, the Loan Agreement or any Credit Facility or shall waive any provision of this Trust Indenture, the Loan Agreement or any Credit Facility; (v) a Credit Facility expires or terminates or is extended or replaced, (vi) there is a change in the Remarketing Agent, (vii) the Issuer shall provide for the payment of all of the Bonds Outstanding hereunder prior to maturity pursuant to Section 1001 hereof; (viii) if any Mandatory Tender occurs then, in each case, the Trustee will promptly give a notice of the occurrence of such event to each Rating Agency then maintaining a rating on the Bonds, which notice in the case of an event referred to in clause (iv) hereof shall include a copy of any such amendment or waiver.

SECTION 1105. TRUSTEE AS PAYING AGENT AND BOND REGISTRAR. The Trustee is hereby designated and agrees to act as paying agent and the Bond Registrar for and in respect to the Bonds.

SECTION 1106. COUNTERPARTS. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 1107. SUCCESSORS AND ASSIGNS. All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 1108. INFORMATION UNDER UNIFORM COMMERCIAL CODE. The Issuer is the Debtor. The Trustee is the Secured Party. The address of the Trustee from which information concerning the security interest may be obtained and the address of the Issuer are set forth in Section 1103 hereof.

SECTION 1109. APPLICABLE LAW. This Indenture shall be governed exclusively by the applicable laws of the State.

SECTION 1110. DAMAGES. In no event shall the Trustee be liable, directly or indirectly, for any special, indirect or consequential damages, even if the Trustee has been advised of the possibility of such damages.

SECTION 1111. WAIVER OF JURY TRIAL. EACH OF THE TRUSTEE AND THE ISSUER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 1112. FORCE MAJURE. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or

caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; any act or provision of any present or future law or regulation or governmental authority; the unavailability of The Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 1113. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Issuer contained herein and in the other Financing Documents and any other instrument or document executed in connection therewith, and any other instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Issuer, and not of any member, officer, director, agent or employee of the Issuer in his individual capacity, and the members, officers, directors, agents and employees of the Issuer shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Issuer contained herein shall not constitute or give rise to any obligations of the State or Essex County, New York, and neither the State nor Essex County, New York shall be liable thereon, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer payable solely from the revenues of the Issuer derived and to be derived from the payments received by the Issuer from the Hospital pursuant to the Loan Agreement (except for revenues derived by the Issuer with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Issuer hereunder (other than pursuant to Section 502 hereof, and then only to the extent of the Issuer's obligations thereunder) shall be sought or enforced against the Issuer unless the party seeking such order or decree shall first have complied with Section 515 hereof.

(D) The Issuer shall be entitled to the advice of counsel (who may be counsel to any party or to any Bondholder) appointed with due care and shall be wholly protected as to any action taken or omitted to be taken in good faith in reliance on such advice. The Issuer may rely conclusively on any notice, certificate or other document furnished to it under any Financing Document and reasonably believed by it to be genuine. The Issuer shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or in good faith omitted to be taken by it and reasonably believed to be beyond such discretion or power, or taken by it pursuant to any direction or instruction by which it is governed under any Financing Document, or omitted to be taken by it by reason of the lack of direction or instruction required for such action under any Financing Document, and shall not be responsible for the consequences of any error of judgment reasonably made by it. When any payment, consent or other action by the Issuer is called for by this Indenture, the Issuer may defer such action pending an investigation or inquiry or receipt of such evidence, if any, as it may require in support thereof. A permissive right or power to act shall not be construed as a

requirement to act, and no delay in the exercise of a right or power shall affect the subsequent exercise thereof. The Issuer shall in no event be liable for the application or misapplication of funds or for other acts or defaults by any Person except by its own members, officers and employees.

(E) In approving, concurring in or consenting to any action or in exercising any discretion or in making any determination under this Indenture, the Issuer may consider the interests of the public, which shall include the anticipated effect of any transaction on tax revenues and employment, as well as the interests of the other parties hereto and the Bondholders; provided, however, that nothing herein shall be construed as conferring on any Person other than the Trustee, the Bank and the Bondholders any right to notice, hearing or participation in the Issuer's consideration, and nothing in this Section 1113 shall be construed as conferring on any of them any right additional to those conferred elsewhere herein. Subject to the foregoing, the Issuer shall not unreasonably withhold any approval or consent to be given by it hereunder.

[Balance of page left blank]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by the Chief Executive Officer and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by its duly authorized trust officer, all as of the day and year first hereinabove written.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: 
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

The Hospital hereby approves, consents to and agrees to be bound by all of the terms and provisions of this Indenture insofar as such terms or provisions, directly or indirectly, relate to, apply to, require or prohibit action by or deal with the Hospital, or Property of the Hospital, including, without limitation, the Project Facility, and including, but not limited to, all provisions for the deposit or payment of moneys to funds held by the Trustee under this Indenture. The Hospital hereby agrees, at its own expense, to do all things and take all actions as shall be necessary to enable the Issuer to perform its obligations under this Indenture. This paragraph shall bind the Hospital and its successors and assigns.

ADIRONDACK MEDICAL CENTER

By: _____
Authorized Officer

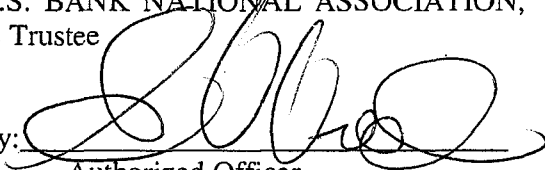
[Signature Page to Trust Indenture]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by the Chief Executive Officer and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by its duly authorized trust officer, all as of the day and year first hereinabove written.

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Officer

The Hospital hereby approves, consents to and agrees to be bound by all of the terms and provisions of this Indenture insofar as such terms or provisions, directly or indirectly, relate to, apply to, require or prohibit action by or deal with the Hospital, or Property of the Hospital, including, without limitation, the Project Facility, and including, but not limited to, all provisions for the deposit or payment of moneys to funds held by the Trustee under this Indenture. The Hospital hereby agrees, at its own expense, to do all things and take all actions as shall be necessary to enable the Issuer to perform its obligations under this Indenture. This paragraph shall bind the Hospital and its successors and assigns.

ADIRONDACK MEDICAL CENTER

By: _____
Authorized Officer

[Signature Page to Trust Indenture]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by the Chief Executive Officer and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by its duly authorized trust officer, all as of the day and year first hereinabove written.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

The Hospital hereby approves, consents to and agrees to be bound by all of the terms and provisions of this Indenture insofar as such terms or provisions, directly or indirectly, relate to, apply to, require or prohibit action by or deal with the Hospital, or Property of the Hospital, including, without limitation, the Project Facility, and including, but not limited to, all provisions for the deposit or payment of moneys to funds held by the Trustee under this Indenture. The Hospital hereby agrees, at its own expense, to do all things and take all actions as shall be necessary to enable the Issuer to perform its obligations under this Indenture. This paragraph shall bind the Hospital and its successors and assigns.

ADIRONDACK MEDICAL CENTER

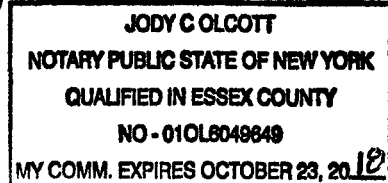
By: *Sylvia Lukin*
Authorized Officer

[Signature Page to Trust Indenture]

STATE OF NEW YORK)
COUNTY OF ESSEX) ss.:

On the 21 day of September in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared Narren Darrah personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Jody C Olcott
Notary Public



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF FRANKLIN) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

[Notary Page to Trust Indenture]

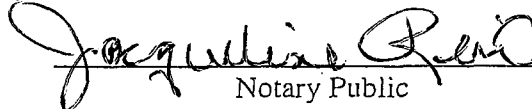
STATE OF NEW YORK)
COUNTY OF ESSEX) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 27 day of September in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared STEVEN V. VACCARELLO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

STATE OF NEW YORK)
COUNTY OF FRANKLIN) ss.:

JACQUELINE REID
Notary Public, State of New York
No. 01RE6242633
Qualified in Bronx County
Commission Expires June 2019

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

[Notary Page to Trust Indenture]

STATE OF NEW YORK)
COUNTY OF ESSEX) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

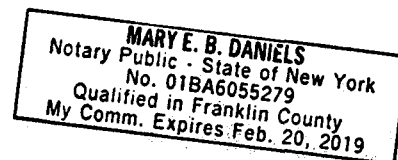
Notary Public

STATE OF NEW YORK)
COUNTY OF FRANKLIN) ss.:

On the 5th day of October in the year 2017 before me, the undersigned, a notary public in and for the said State, personally appeared Sylvia German personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Mary E. Daniels
Notary Public

[Notary Page to Trust Indenture]



SCHEDULE I

FORM OF SERIES 2017A BOND

THIS BOND HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THIS BOND MAY NOT BE TRANSFERRED OR PLEDGED EXCEPT UPON EITHER SUCH REGISTRATION OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO ESSEX COUNTY CIVIC DEVELOPMENT CORPORATION THAT REGISTRATION IS NOT REQUIRED AND THAT SUCH TRANSFER OR PLEDGE WILL NOT RESULT IN A VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED.

ESSEX COUNTY CAPITAL RESOURCE CORPORATION
MULTI-MODE REVENUE BOND
(ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A

NO.: RA-1

MATURITY DATE: October 1, 2044

INTEREST RATE: as described below

DATED DATE: October 5, 2017

REGISTERED OWNER: COMPASS MORTGAGE CORPORATION

PRINCIPAL AMOUNT: NINE MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$9,500,000.00)

ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the "Issuer"), a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), acknowledges itself indebted and for value received does hereby promise to pay, but solely from the sources and as hereinafter provided, to COMPASS MORTGAGE CORPORATION, and its registered successors or assigns, on the Maturity Date identified above (subject to any right of prior redemption or mandatory purchase hereinafter provided for), the principal amount set forth advanced hereunder and under the Indenture (as hereinafter defined), with interest thereon or on so much thereof as is from time to time outstanding and unpaid hereunder (hereinafter called the "Principal Balance") from the date hereof until such Principal Balance is paid in full, initially at the Bank Loan Rate (subject to conversion to an alternate interest rate as described below), on the following dates (each, an "Interest Payment Date"): (A) while this Bond bears interest at the Bank Loan Rate or the Weekly Rate, the first Business Day of each calendar month, commencing November 1, 2017; and (B) while this Bond bears interest at the Semi-Annual Rate or the Long-Term Rate (as defined below), on March 1 and September 1 of each year; provided, that in any case the final Interest Payment Date shall be the Maturity Date. Principal and interest payments on this Bond while bearing interest at the Bank Loan Rate are payable as set forth in Schedule I attached hereto.

The principal of, premium, if any, on and interest on this Bond are payable in coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The principal or redemption price of this Bond, and the interest due upon this Bond at maturity, shall be paid in accordance with the terms hereof and as provided under that certain trust indenture dated as of October 1, 2017 (from time to time, as amended or supplemented, the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (together with its successors in trust, the "Trustee"). Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondholders, and the terms and conditions upon which the Bonds are issued and secured. All terms used herein with initial capitalization where the rules of grammar or context do not otherwise require shall have the meanings as set forth in the Indenture. Each Bondholder assents, by its acceptance hereof, to all of the provisions of the Indenture.

Except when the Series 2017A Bonds are Book Entry Bonds, the installments of interest due on this Bond prior to maturity shall, as provided in the Indenture, be paid to the Person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on the Business Day next preceding any Interest Payment Date (the "Regular Record Date"), and shall be paid by check or draft of the Trustee mailed by the Trustee on such Interest Payment Date to such registered owner at his address appearing on the registration books of the Issuer, or at the option of any holder of Bonds in an aggregate principal amount of \$250,000 or greater be transmitted on such Interest Payment Date by wire transfer in immediately available funds at such owner's written request to the bank account number on file with the Trustee, provided such Holder has delivered adequate instructions regarding same to the Trustee at least ten (10) Business Days prior to such Bond Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the Person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on a date for the payment of such Defaulted Interest to be fixed by the Trustee (the "Special Record Date"), notice whereof being mailed one time, first-class postage prepaid to registered owners of the Bonds not less than ten (10) days prior to such Special Record Date, or may be paid in any other lawful manner as shall be determined by the Trustee. Notwithstanding anything herein to the contrary, when this Bond is registered in the name of a Depository or its nominee, the principal and redemption price of and interest on this Bond shall be payable in next day or federal funds delivered or transmitted to the Depository or its nominee.

Notwithstanding anything to the contrary herein, while the Series 2017A Bonds are bearing interest at the Bank Loan Rate, the Hospital, on behalf of the Issuer, will pay directly to the Initial Holder on or before each date on which any payment or prepayment of principal of, premium, if any, or interest, including Defaulted Interest, on the Series 2017A Bonds shall become due, whether at maturity, by redemption, acceleration or otherwise, an amount in funds available on the Bond Payment Date equal to the payment then coming due. The Hospital, on behalf of the Issuer, may make payments to the Initial Holder earlier than required by Section 207(G) of the Indenture, but such payments shall not affect the accrual of interest except to the

extent the Series 2017A Bonds are redeemed. The amount of interest due on the Series 2017A Bonds bearing interest at the Bank Loan Rate shall be determined by the Initial Holder and communicated to the Hospital and the Trustee by facsimile (or other customary means of communication providing evidence of delivery) no later than 3:30 p.m. on the third Business Day prior to each Interest Payment Date (such communication to set forth the amount of interest due at the then-applicable interest rate; provided, however, the Initial Holder's failure to communicate the amount due shall not affect the Hospital's obligation to make such payment). At any time when any principal of the Series 2017A Bonds is overdue, interest shall continue to accrue on the overdue principal.

For so long as the Series 2017A Bonds bear interest at the Bank Loan Rate, amounts payable to the Initial Holder may be made directly to the Initial Holder by the Hospital, on behalf of the Issuer. The Initial Holder shall notify the Trustee in writing of any failure of the Hospital to make any payment of principal or interest on the Series 2017A Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing; provided, however, the Initial Holder's failure to so notify the Trustee shall not affect the Hospital's or the Issuer's obligation to make such payment. If any Series 2017A Bonds are sold or transferred, the Initial Holder shall notify the Issuer, the Trustee and the Hospital in writing of the name and address of the transferee, and it will, prior to delivery of such Series 2017A Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Trustee shall have no obligations as paying agent in respect to such Series 2017A Bonds, nor shall it be obligated to collect Debt Service Payments or to take any other action in respect thereof, except at the express written direction of the Hospital, the Issuer or the Initial Holder.

This Bond is one of a duly authorized issue of bonds of the Issuer designated "Essex County Capital Resource Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A" in the aggregate principal amount of \$9,500,000 (the "Series 2017A Bonds" or the "Initial Bonds"). The Series 2017A Bonds are issued for the purpose of providing financing for a project (the "Project") for the benefit of the Hospital consisting of: the financing and refinancing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Village of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility") (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project" and clauses (i) and (ii) hereinafter collectively referred to as the "Project Facility").

To provide for the payment of the Debt Service Payments on the Series 2017A Bonds, the Issuer, in the Indenture, has (A) absolutely and irrevocably assigned to the Trustee all of the Issuer's right, title and interest in and to the Loan Agreement (except for the Issuer's Unassigned

Rights, and the Credit Facility Account, Redemption Premium Account and Remarketing Proceeds Account of the Bond Fund and all moneys and investments therein), including without limitation the proceeds of the Letter of Credit (as defined in the Indenture), and (B) granted a security interest in all moneys and investments in the Project Fund and the Revenues (other than the above-referenced accounts of the Bond Fund, all moneys and investments therein and the proceeds of the Credit Facility).

THE SERIES 2017A BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF NEW YORK OR ESSEX COUNTY, NEW YORK OR ANY POLITICAL SUBDIVISION THEREOF, AND WILL NOT BE SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION. THE DEBT SERVICE PAYMENTS ON THE BONDS WILL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED AND ASSIGNED BY THE ISSUER TO SECURE PAYMENT THEREOF BY THE INDENTURE. THE SERIES 2017A BONDS SHALL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OF THE ISSUER, BUT RATHER SHALL CONSTITUTE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES OF THE ISSUER DERIVED AND TO BE DERIVED FROM THE PAYMENTS RECEIVED BY THE ISSUER FROM THE HOSPITAL PURSUANT TO THE LOAN AGREEMENT (EXCEPT FOR REVENUES DERIVED BY THE ISSUER WITH RESPECT TO THE UNASSIGNED RIGHTS).

As provided in the Indenture, additional series of Bonds (the "Additional Bonds", and collectively with the Series 2017A Bonds, the "Bonds") may be issued from time to time pursuant to supplements to the Indenture on a parity with, and secured and payable equally and ratably with, all other series of Bonds issued under the Indenture, which Additional Bonds may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Indenture and the supplement thereto authorizing any such series of Additional Bonds. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited, except as otherwise provided in the Indenture.

If an Event of Default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may become due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed.

(Authorized Amount/Determination of Interest Rates)

(A) The Series 2017A Bonds shall be issued in the aggregate principal amount of \$9,500,000 and registered in the name of Compass Mortgage Corporation or its nominee, as an Initial Holder. The Series 2017A Bonds shall initially bear interest at the Bank Loan Rate, which rate shall continue in effect until converted to a different Interest Rate Mode as provided in the Indenture. The Series 2017A Bonds shall be of a single maturity and shall mature on October 1,

2044. The book-entry only System shall not apply to the Series 2017A Bonds bearing interest at the Bank Loan Rate.

(B)(1) The Series 2017A Bonds shall bear interest, determined in accordance with the provisions of Article II of the Indenture, at the Bank Loan Rate (which shall be a Tax-Exempt Rate or a Taxable Rate), the Weekly Rate, the Semi-Annual Rate or the Long-Term Rate. Interest, with respect to any amount of Bond Proceeds advanced by the Initial Holder from time to time, shall be payable on each Interest Payment Date, commencing November 1, 2017, and shall be computed (1) on the basis of a 360-day year for the actual number of days elapsed for any Bank Loan Rate Bond, (2) on the basis of a 360-day year consisting of twelve (12) 30-day months for any Semi-Annual Rate Bond and for any Long-Term Rate Bond during a Long-Term Rate Period exceeding twelve (12) months and (3) on the basis of a 365 or 366-day year, as applicable, for the actual number of days elapsed for any Weekly Rate Bond and for any Long-Term Rate Bond during a Long-Term Rate Period not exceeding twelve (12) months. Notwithstanding anything herein to the contrary, the interest rate borne by the Series 2017A Bonds shall not exceed the maximum permitted by, or enforceable under, applicable law. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the Default Interest Rate computed from the date of the default or Event of Default. Notwithstanding anything to the contrary in the Indenture, during the Bank Loan Rate Period, the Series 2017A Bonds shall bear interest at the Bank Loan Rate and in effect for the Bank Loan Rate Period in accordance with the provisions of Section 215 of the Indenture and as set forth below under “(Bank Loan Rate Provisions; Advance of Bond Proceeds; Increased Costs to Initial Holder; Conversion from the Bank Loan Rate).”

(2) The Series 2017A Bonds shall bear interest from the Interest Payment Date to which interest has accrued and has been paid until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture, whether upon maturity, redemption or otherwise.

(3) The interest rate borne by the Series 2017A Bonds as of any particular date shall be determined as follows:

(a) Subsequent to an Event of Taxability, the interest rate on the Series 2017A Bonds will automatically reset to the taxable equivalent rate as determined by the Initial Holder (the “Taxable Rate”), and the Hospital, on behalf of the Issuer, will pay to the Initial Holder the difference between the amount of interest which the Initial Holder should have received at the Taxable Rate and any and all interest and penalties assessed.

(b) If the Interest Rate Mode for the Series 2017A Bonds is the Weekly Rate, the interest rate on the Series 2017A Bonds for a particular Weekly Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the Wednesday preceding the Weekly Rate Period (or the day preceding the Conversion of the Interest Rate Mode to the Weekly Rate), or, if such day is not a Business Day, on the next succeeding Business Day, as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such

Business Day at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

(c) If the Interest Rate Mode for the Series 2017A Bonds is the Semi-Annual Rate, the interest rate on the Series 2017A Bonds for a particular Semi-Annual Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the 10th Business Day next preceding the first day of such Semi-Annual Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such first day at a price equal to the principal amount thereof.

(d) If the Interest Rate Mode for the Series 2017A Bonds is the Long-Term Rate, the interest rate on the Series 2017A Bonds for a particular Long-Term Rate Period shall be the rate established by the Remarketing Agent not later than the 15th Business Day preceding the first day of such Long-Term Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such first day at a price equal to the principal amount thereof.

(e) The Remarketing Agent (or the Initial Holder during any Bank Loan Rate Period) shall provide the Hospital, the Trustee and the Tender Agent with Immediate Notice of all interest rates.

(f) If for any reason the interest rate on a Bond is not determined by the Remarketing Agent (or the Initial Holder during any Bank Loan Rate Period), the Interest Rate Mode for such Bond shall remain the same and the interest rate for such Bond for the next succeeding Rate Period shall be the interest rate in effect for such Bond for the preceding Rate Period.

(C) Anything herein or in the Indenture to the contrary notwithstanding, the obligations of the Issuer under the Series 2017A Bonds shall be subject to the limitation that payments of interest or other amounts on the Series 2017A Bonds shall not be required to the extent that receipt of any such payment by a Holder of an Initial Bond would be contrary to the provisions of Applicable Law applicable to such Holder which would limit the maximum rate of interest which may be charged or collected by such Holder.

(D) All Bonds of the same Series bearing interest at a particular rate of interest shall share the same Rate Period and bear interest at the same rate per annum.

(E) If the Interest Rate Mode of the Series 2017A Bonds is converted to the Long-Term Rate, the Long-Term Rate Period applicable thereto shall be determined as follows:

(1) The Long-Term Rate Period shall be established by the Hospital, on behalf of the Issuer, in the notice given pursuant to Section 209(G) of the Indenture (the first such Long-Term Rate Period commencing on the Conversion Date for the Series 2017A Bonds to a Long-Term Rate) and thereafter each successive Long-Term Rate Period shall be the same as that so established by the Hospital, on behalf of the Issuer, until a different Long-Term Rate Period is specified by the Hospital, on behalf of the Issuer, in accordance with Section 209(F) of the Indenture (in which case, the duration of that Long-Term Rate Period shall control succeeding

Long-Term Rate Periods) or until the occurrence of a Conversion Date. Each Long-Term Rate Period shall be one year or more in duration and shall end on the day next preceding an Interest Payment Date; provided that if the first Long-Term Rate Period commences on a Conversion Date other than a March 1 or a September 1, such first Long-Term Rate Period shall be of a duration as close as possible to (but not in excess of) such Long-Term Rate Period and shall terminate on a day preceding an Interest Payment Date; and further provided that no Long-Term Rate Period shall extend beyond the Maturity Date of the Series 2017A Bonds.

(2) The Hospital, on behalf of the Issuer, may change from one Long-Term Rate Period to another Long-Term Rate Period on any Business Day on which the Series 2017A Bonds are subject to optional redemption pursuant to Section 301(B) of the Indenture by notifying the Trustee, the Issuer, the Credit Facility Issuer, the Tender Agent and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the proposed effective date of the change. Such notice shall specify the last day of the next Long-Term Rate Period which shall be the earlier of the day before the maturity date of the Series 2017A Bonds or the day immediately preceding a March 1 or September 1 and which is one year or more after the effective date and, if such change is conditional, the interest rate limitations. Any such notice shall be accompanied by (a) an opinion of Independent Counsel stating that such change is authorized by the Indenture, (b) an opinion of Bond Counsel that such change will not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2017A Bonds, and (c) if the stated amount of the Credit Facility, if any, to be held by the Trustee after such change in the Long-Term Rate Period is increased over that of the then current Credit Facility, an opinion of reputable bankruptcy counsel stating that payments of principal and interest on the Series 2017A Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the United States Bankruptcy Code. Any change of the Long-Term Rate Period may be made conditional on the interest rate being within certain limits established by the Hospital. The Remarketing Agent shall establish what would be the interest rate for the proposed Long-Term Rate Period in accordance with Section 209(C) of the Indenture. If the interest rate established by the Remarketing Agent is not within the limits established, then the change in the Long-Term Rate Period may be cancelled by the Hospital, in which case the Hospital's notice of the proposed change shall be of no effect and the Series 2017A Bonds shall not be subject to any mandatory purchase pursuant to Section 304 of the Indenture. Notice of such cancellation shall be promptly given to all Bondholders.

(3) The Trustee shall notify the Bondholders of any change in the Long-Term Rate Period proposed pursuant to Section 209(F)(2) of the Indenture by first class mail, postage prepaid, at least 30 but not more than 60 days before the proposed effective date of such change. Each such notice shall state: (a) whether the change in the Long-Term Rate Period is conditional and, if conditional, the interest rate limitations established by the Hospital, (b) that the interest rate for the new Long-Term Rate Period will be determined by the Remarketing Agent not later than the 15th Business Day preceding the first day of the new Long-Term Rate Period, (c) the effective date of and the end of the new Long-Term Rate Period, (d) that the Bonds will be subject to mandatory purchase on the effective date in accordance with Section 304(B). Any notice provided under Section 209(F)(3) of the Indenture shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Initial Bonds at the end of any Long-Term Rate Period as set forth in Section 304 of the Indenture.

(F) The determination of each interest rate in accordance with the terms of the Indenture shall be conclusive and binding upon the owners of the Bonds, the Issuer, the Hospital, the Trustee, each Paying Agent, the Tender Agent, the Remarketing Agent and the Credit Facility Issuer, if any.

(G) Notwithstanding anything herein or in the Indenture to the contrary, in no event will the rate of interest borne by any Series 2017A Bonds (except any Series 2017A Bonds constituting a Pledged Bond and except while the Bonds bear interest at the Bank Loan Rate) exceed twelve percent (12%) per annum or, if the Series 2017A Bonds are then supported by a Credit Facility, the maximum rate stated in the Credit Facility.

(Bank Loan Rate Provisions; Advance of Bond Proceeds; Increased Costs to Initial Holder; Conversion from the Bank Loan Rate)

(A) The Series 2017A Bonds shall bear interest at the Bank Loan Rate from the date of original issuance of the Series 2017A Bonds. On the Closing Date for the Initial Bonds, the Initial Holder, shall pay to the Trustee the aggregate principal amount of \$9,500,000 with respect to the Series 2017A Bonds.

(B) Through and including the Bank Loan Rate Expiration Date, the unpaid aggregate principal amount of the Series 2017A Bonds shall bear interest at the Bank Loan Rate. Upon the occurrence and continuation of an Event of Default under the Indenture, the Series 2017A Bonds will bear interest at the Default Interest Rate and upon the occurrence and continuation of an Event of Taxability, the Series 2017A Bonds shall bear interest at the Taxable Rate.

(1) If at any time after the date hereof the introduction of or any change in any Applicable Law, regulation or treaty, or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof, shall make it unlawful to maintain the Bank Loan Rate (a "Change in Law"), then upon receipt by the Hospital and the Issuer of written notice to that effect from the Initial Holder, the Bank Loan Rate for the Initial Bonds shall automatically be converted to the Taxable Rate until such time as the situation described in this subsection is no longer in effect.

(2) Upon the occurrence of an Event of Taxability, the Bank Loan Rate on the Initial Bonds shall automatically be converted to the Taxable Rate and the Series 2017A Bonds shall be subject to mandatory redemption pursuant to Section 301(E) of the Indenture.

(3) Upon the occurrence and continuance of an Event of Default, the Bank Loan Rate shall automatically be converted to the Default Interest Rate and shall be payable on demand by the Issuer to the Initial Holder (which Default Interest Rate shall revert to the Bank Loan Rate upon the cure of such Event of Default).

(4) For any payment of principal or interest not made within ten (10) days of the due date of such payment, the Issuer shall pay to the Initial Holder a late fee (a "Late Fee") equal to four percent (4%) of the amount of such payment.

(C) Increased Costs, Capital Adequacy and Change in Bank Loan Rate.

(1) The Hospital and the Issuer acknowledge and agree that the cost to the Initial Holder of maintaining the Series 2017A Bonds may fluctuate and the Hospital and Issuer have agreed to pay the Initial Holder additional amounts to compensate the Initial Holder for any increase in its actual costs incurred in maintaining the Series 2017A Bonds or for the reduction of any amounts received or receivable from Hospital as a result of:

(a) after the date hereof, any change in any Applicable Law, regulation or treaty, or in the interpretation or administration thereof on an industry-wide basis, or by any domestic or foreign court which interpretation would affect banking institutions industry-wide, (i) changing the Corporate Federal Income Tax Factor, (ii) changing the basis of taxation of payments under the Indenture to Initial Holder, (iii) imposing, modifying or applying any reserve, special deposit or similar requirement against assets of, deposits in or for the account of, credit extended by, or any other acquisition of funds for loans by Initial Holder (which includes the Initial Bonds or any applicable portion thereof), or (iv) if the Initial Holder shall have determined that after the Closing Date, the adoption of any Applicable Law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged by Applicable Law with the interpretation or administration thereof, or compliance by the Initial Holder or the parent corporation thereof with any request or directive regarding capital adequacy (whether or not having the force of Applicable Law) of any such Governmental Authority, central bank, or comparable agency, has or could have the effect of reducing the rate of return on the capital or assets of such Initial Holder or the parent corporation thereof as a consequence of the commitments or obligations of the Initial Holder under the Bond Purchase Agreement to a level below that which the Initial Holder or the parent corporation thereof would have achieved but for such adoption, effectiveness, change or compliance, provided that the result of the foregoing is to increase the cost to Initial Holder of maintaining the Initial Bonds or any portion thereof or to reduce the amount of any sum received or receivable from the Hospital by Initial Holder hereunder; then, from time to time the Hospital and the Issuer have agreed under the Bond Purchase Agreement to pay to the Initial Holder such additional amounts as will compensate the Initial Holder for such increase in its costs or reduction of any amounts hereunder with respect to any portion of the Initial Bonds outstanding.

(2) Any amount payable by the Issuer described in the immediately preceding paragraphs (a) shall be paid within thirty (30) days of receipt by Hospital and the Issuer of a certificate (an "Adjustment Certificate") signed by an authorized officer of the Initial Holder setting forth the amount due and the basis for the determination of such amount, which statement shall be conclusive and binding upon the Issuer and the Hospital, absent manifest error. Failure on the part of Initial Holder to demand payment from Issuer or the Hospital for any such amount attributable to any particular period shall not constitute a waiver of Initial Holder's right to demand payment of such amount for any subsequent or prior period. The Initial Holder shall use reasonable efforts to deliver to the Issuer and the Hospital prompt notice of any event described in paragraphs (a) above, of the amount of the reserve and capital adequacy payments, or change in the yield received by the Initial Holder, resulting therefrom and the reasons therefor and of the basis of calculation of such amount; provided, however, that any failure by Initial Holder so to notify the Issuer or the Hospital shall not affect Issuer's or the Hospital's obligation to pay the reserve and capital adequacy payment, or change in yield, resulting therefrom. In addition, and

not by way of limitation of the foregoing, if a determination is made pursuant to paragraph (B) above with respect to an Event of Taxability, as of the date of such determination the Bank Loan Rate with respect to the Initial Bonds will automatically convert to the Taxable Rate and the Hospital has agreed to reimburse the Initial Holder the amount of any penalties incurred by the Initial Holder as a result of such determination.

(3) If by reason of a Change in Law occurring after the date hereof, the Issuer is required by such Change in Law to make any deduction or withholding in respect of any taxes, duties or other charges from any payment due under the Initial Bonds, the sum due from Issuer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Initial Holder receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

(D) With respect to any outstanding Series 2017A Bonds during the Bank Loan Rate Period, if at any time the rate of interest under Section 215 of the Indenture, or the Default Interest Rate, as applicable (the "Uncapped Rate"), exceeds the maximum rate permitted by Applicable Law (the difference between the Uncapped Rate and the maximum rate permitted by Applicable Law being the "Excess Interest"), then all such Series 2017A Bonds shall continue to bear interest at the maximum rate permitted by Applicable Law, until the first to occur of (i) the indefeasible payment in full of all of the Series 2017A Bonds and (ii) the payment of interest on such Series 2017A Bonds in an aggregate amount equal to the amount of interest that would have been payable thereon at the Uncapped Rate. However, and notwithstanding any subsequent reduction in the Bank Loan Rate or Default Interest Rate (as applicable), the Series 2017A Bonds shall, to the maximum extent permitted by Applicable Law, bear interest, from and after the date on which any Excess Interest is accrued, at the maximum rate permitted by Applicable Law.

(E) If the Hospital desires to cause the Conversion of the Interest Rate Mode of the Initial Bonds from the Bank Loan Rate to another Interest Rate Mode, the following procedures shall apply thereto:

(1) On the Bank Loan Rate Expiration Date, the Interest Rate Mode for the Initial Bonds is subject to Conversion from the Bank Loan Rate to a different Interest Rate Mode from time to time in whole (and not in part) at the option of the Hospital, such right to be exercised by notifying the Trustee, the Initial Holder, the Tender Agent, the Issuer and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the effective date of such proposed Conversion. Such notice shall specify (a) the effective date, (b) the proposed Interest Rate Mode, (c) if the Conversion is to the Long-Term Rate, the end of the Long-Term Rate Period and what the interest rate for the proposed Long-Term Rate Period would have been if such rate had been determined immediately prior to the mailing of such notice and (d) if such Conversion is conditional, the interest rate limitations established by the Hospital. The notice must be accompanied by (i) an opinion of Independent Counsel stating that the Conversion is lawful under the Act and permitted by the Indenture, (ii) an opinion of Bond Counsel stating that the Conversion will not, in and of itself, adversely affect the exclusion of interest on the Initial Bonds from gross income for federal income tax purposes, (iii) if a Credit Facility will be held by the Trustee after such Conversion, evidence that such Credit Facility has been obtained in

accordance with and upon compliance with the provisions and requirements specified in Section 408(F) for an Alternate Credit Facility, and (iv) if a Credit Facility will be held by the Trustee after such Conversion, an opinion of reputable bankruptcy counsel (which may be counsel to the Hospital) stating that payments of principal and interest on such the Initial Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the Bankruptcy Code. Any Conversion by the Hospital of the Interest Rate Mode to the Long-Term Rate may be made conditional on the initial interest rate determined for such Interest Rate Mode being within certain limits established by the Hospital in the notice referred to above. The Remarketing Agent shall establish what would be the interest rate for the proposed Interest Rate Mode in accordance with Section 209(C) of the Indenture. If the interest rate so established by the Remarketing Agent is not within the limits established, then such Conversion may be canceled by the Hospital, in which case the Hospital's notice of Conversion shall be of no effect, the terms of such Initial Bonds shall continue as they were prior to the proposed Conversion such Initial Bonds shall not be subject to any mandatory purchase pursuant to Section 304(B) of the Indenture. Notice of such cancellation shall be given promptly to all Bondholders. Notwithstanding anything to the contrary herein, the cancellation of any Conversion described in Section 215(E) of the Indenture shall not relieve the Hospital from the mandatory purchase requirements set forth in Section 304(C) of the Indenture.

(2) Any Conversion of the Interest Rate Mode for the Series 2017A Bonds pursuant to Section 215(E)(1) of the Indenture must comply with the following:

(a) the Conversion Date must be an Interest Payment Date which is a date on which the Initial Bonds are subject to extraordinary optional redemption pursuant to Section 301(A) of the Indenture or optional redemption pursuant to Section 301(A) or Section 301(B) of the Indenture;

(b) the Conversion Date must be a Business Day;

(c) the Hospital shall have appointed a Remarketing Agent and, if necessary, provided the Trustee with a Credit Facility; and

(d) the Credit Facility, if any, to be held by the Trustee must cover accrued interest for the Initial Bonds for 50 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Weekly Rate, or for 210 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Semi-Annual Rate or the Long-Term Rate.

(3) The Trustee shall notify the Bondholders of each Conversion by first class mail, postage prepaid, at least 30 days but not more than 60 days before the Conversion Date. Each such notice shall state: (a) that the Interest Rate Mode will be converted and what the new Interest Rate Mode will be; (b) the Conversion Date; (c) if the Conversion is to the Long-Term Rate, whether the conversion is conditional and, if conditional, the interest rate limitations set by the Hospital, and (d) that the Series 2017A Bonds will be subject to mandatory purchase on the Conversion Date in accordance with Section 304(B) of the Indenture. If the Conversion is to the Long-Term Rate, the notice will also state the information required by Section 209(E)(3) of the

Indenture. Any notice provided under Section 215(E)(3) of the Indenture shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Bonds on a Conversion Date as set forth in Section 304(B) of the Indenture.

(4) Notwithstanding any provision of Section 215 of the Indenture, the Interest Rate Mode shall not be converted (a) if the Remarketing Agent has not determined the initial interest rate for the new Interest Rate Mode in accordance with Section 215 of the Indenture, (b) if the Trustee shall receive written notice prior to such Conversion that any opinion or resolution required under Section 215(E)(1) has been rescinded or (c) prior to the Bank Loan Rate Expiration Date for such Series. If the Trustee shall have sent any notice to the Bondholders regarding a Conversion of the Interest Rate Mode under Section 215(E)(3), the Trustee shall promptly notify all Bondholders of such rescission and the cancellation of any mandatory purchase pursuant to Section 304(B) of the Indenture.

(Extraordinary Redemption Without Premium)

The Initial Bonds are subject to redemption prior to maturity (A) as a whole, without premium, in the event of (1) a taking in Condemnation of, or failure of title to, all or substantially all of the Project Facility, (2) damage to or destruction of part or all of the Project Facility and election by the Hospital to redeem the Initial Bonds in accordance with Section 7.1(B) of the Loan Agreement, or (3) a taking in Condemnation of part of the Project Facility and election by the Hospital to redeem the Bonds in accordance with Section 7.2(B) of the Loan Agreement, or (B) in part, without premium, in the event that (1) to the extent excess moneys remain in the Insurance and Condemnation Fund following damage or condemnation of a portion of the Project Facility and completion of the repair, rebuilding or restoration of the Project Facility by the Hospital and, pursuant to the Indenture, such excess moneys are not paid to the Hospital, (2) excess proceeds of recoveries from contractors are applied to redeem Bonds pursuant to Section 4.6 of the Loan Agreement, or (3) as provided in Section 404(E) of the Indenture, in the event that excess moneys remain in the Project Fund following completion of the renovation and expansion of the Project Facility and final payment of incurred and unpaid items of the Cost of the Project Facility. In any such event, the Initial Bonds shall be redeemed, as a whole or in part, at such time as the Trustee determines, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(Optional Redemption During Bank Loan Rate Period)

Whenever the Interest Rate Mode for the Series 2017A Bonds is the Bank Loan Rate, the Series 2017A Bonds shall be subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the Hospital, by exercise of its right to prepay the payments payable under the Loan Agreement as provided in Section 5.3 of the Loan Agreement after the first anniversary of the Closing Date, in whole on any date or in part on any Interest Payment Date, in denominations of \$250,000 or integral multiples in excess thereof except for one necessary odd denomination, in the manner provided in Article III of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, plus a prepayment premium in connection with the Bonds being redeemed equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

(Mandatory Redemption Upon Event of Taxability)

The Initial Bonds shall be redeemed in whole as soon as practicable after the occurrence of an Event of Taxability and the receipt by the Trustee of written notice from any Holder or the Hospital of the occurrence of an Event of Taxability (but in no event later than one hundred twenty (120) days following the date a responsible officer of the Trustee is notified of an Event of Taxability pursuant to Section 301(E) of the Indenture at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(Extraordinary Redemption Without Premium at Election of Bank)

While in an Interest Rate Mode other than the Bank Loan Rate, the Series 2017A Bonds are also subject to redemption prior to maturity upon receipt by the Trustee of a written notice from the Bank of the occurrence and continuance of a default by the Hospital under the Reimbursement Agreement and the Bank's election to compel redemption of the Bonds. In such event, the Series 2017A Bonds shall be redeemed, as a whole, in the manner provided in Article III of the Indenture, on the earliest date for which the Trustee can give notice of redemption pursuant to Section 303 of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(Procedures for Redemption)

Notice of the intended redemption of each Bond subject to redemption shall be given by the Trustee one time by first class mail postage prepaid to the registered owner at the address of such owner shown on the Trustee's bond register not more than 60 days nor less than 30 days prior to the redemption date. The failure to give any such notice, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure to give notice, or defect therein, has occurred. Notice of any redemption hereunder with respect to Bonds held under a book entry system shall be given by the Registrar or the Trustee only to the Depository, or its nominee, as the holder of such Bonds. Selection of book entry interests in the Bonds called for redemption is the responsibility of the Depository and any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its contents or effect will not affect the validity of such notice or any proceedings for the redemption of such Bonds.

In the event of any partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee not more than sixty (60) days prior to the redemption date in inverse order of maturity, and within each maturity by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by or pledged to the Bank pursuant to the Indenture. The Trustee may provide for the redemption of authorized denominations of Outstanding Bonds. In no event shall the principal amount of Bonds subject to any partial redemption be other than \$250,000 or integral multiples in excess thereof except for one necessary odd denomination.

Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall thereupon cease to be entitled to the Lien of the Indenture and shall cease to bear interest from and after the date fixed for redemption.

(PURCHASE OF BONDS ON DEMAND; MANDATORY PURCHASE)

(A) The Series 2017A Bonds are subject to purchase on demand of the Holder thereof, as follows:

(1) If the Interest Rate Mode for the Series 2017A Bonds is the Weekly Rate, any Bond of such Series shall be purchased on the demand of the owner thereof, on any Business Day at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, to the Purchase Date, upon written notice to the Tender Agent, at its Principal Office on or before 4:00 p.m. (New York City time) on a Business Day not later than the 7th calendar day prior to the Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and the Trustee with Immediate Notice of the receipt of the notice referred to in the preceding paragraph. Upon its receipt of such Immediate Notice from the Tender Agent, the Remarketing Agent shall promptly provide the Hospital with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(2) If the Interest Rate Mode for the Series 2017A Bonds is the Semi-Annual Rate, any Bond of such Series shall be purchased, on the demand of the owner thereof, on any Interest Payment Date for a Semi-Annual Rate Period at a Purchase Price equal to the principal amount thereof, upon written notice to the Tender Agent, at its Principal Office on a Business Day not later than the 8th Business Day prior to such Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and Trustee with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(3) The Series 2017A Bonds shall not be purchased upon the demand of the owner thereof during any Long-Term Rate Period in whole or in part. At the end of each Long-Term Rate Period, the Bonds shall be subject to mandatory purchase as set forth in Section 304(B) hereof.

(4) Notwithstanding any other provision of Section 304(A) of the Indenture, the Holder of a Series 2017A Bond may demand purchase of a portion of such Bond only if the portion to be purchased and the portion to be retained by the Holder will be in authorized denominations.

(B) The Series 2017A Bonds are subject to mandatory purchase on each Conversion Date and upon failure to extend a Credit Facility or provide an Alternate Credit Facility, as follows (provided, however, that mandatory purchase upon Conversion from the Bank Loan Rate shall be governed by Section 304(C) of the Indenture.):

(1) The Series 2017A Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, thereon to the Purchase Date on each Conversion Date for any Conversion of such Series of Bonds.

(2) While the Series 2017A Bonds bear interest at the Weekly or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is extended or replaced prior to its expiration with an Alternate Credit Facility issued by the then current Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility.

(3) While the Series 2017A Bonds bear interest at the Long-Term Rate and the Bonds of such Series are subject to optional redemption by the Issuer pursuant to Section 301(B) of the Indenture, the Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus the redemption premium, if any, which would be payable under Section 301(B) of the Indenture if the Bonds were redeemed on the Purchase Date, plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is replaced prior to its expiration with a Qualifying Alternate Credit Facility. Any premium to be paid in connection with such mandatory purchase, if not covered by the then current Credit Facility, shall be paid from Available Moneys deposited by the Issuer into the Redemption Premium Account of the Bond Fund. If there are no such Available Moneys, the then current Credit Facility may not be replaced unless replaced with a Qualifying Alternate Credit Facility. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility. While the Series 2017A Bonds bear interest at the Long-Term Rate, but are not yet subject to optional redemption by the Issuer pursuant to Section 301(B) of the Indenture, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility), the Hospital must replace the then current Credit Facility with a Qualifying Alternate Credit Facility. While the Series 2017A Bonds bear interest at the Long-Term Rate but are not yet subject to optional redemption pursuant to Section 301(B) of the Indenture, the Bonds of such Series shall not be subject to mandatory purchase under this Section 304(B)(2) of the Indenture. The

Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration or replacement of the then current Credit Facility.

(4) While the Series 2017A Bonds bear interest at the Weekly Rate or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date upon any replacement, removal or other substitution of the Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date on which the change in Credit Facility is to become effective.

(5) Notice of any mandatory purchase pursuant to Section 304(B) of the Indenture shall be given by the Trustee thirty (30) days prior to the date of purchase in the same manner as a notice of redemption pursuant to Section 303 hereof; provided that failure to receive notice by mailing, or any defect in that notice, as to any Bond shall not affect the validity of the proceedings for the purchase of any other Bond.

(6) As provided in Section 408 of the Indenture, in order to avoid the mandatory purchase of the Bonds, the then current Credit Facility must be replaced within the time set forth in Section 408(G) of the Indenture.

(C) The Purchase Price of any Bond purchased pursuant to Section 304 of the Indenture (including any mandatory purchase upon the Bank Loan Rate Expiration Date) shall be payable upon delivery of such Bond to the Tender Agent in accordance with Section 5.1(A)(2) of the Loan Agreement; provided that such Bond must be delivered to the Tender Agent on or prior to 11:00 a.m. (New York City time) for payment by the close of business on the Purchase Date in immediately available funds; provided, however, that if the Purchase Date is not a Business Day, the Purchase Price shall be payable on the next succeeding Business Day.

(D) Any Bond delivered for payment of the Purchase Price shall be accompanied by an instrument of transfer thereof in form satisfactory to the Tender Agent executed in blank by the Holder thereof and with all signatures guaranteed by a participant in a signature guarantee program as provided by 12 C.F.R. 240.17(A)(d)-15. The Tender Agent may refuse to accept delivery of any Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the Purchase Price of such Bond until a satisfactory instrument is delivered.

(E) The Tender Agent shall hold all Bonds delivered for purchase pursuant to this Section 304 of the Indenture in trust for the benefit of the Holders thereof until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Holders, and thereafter shall deliver such Bonds to the purchasers thereof. All amounts received by the Trustee from a drawing under a Credit Facility for the purchase of Bonds shall be transferred immediately to the Tender Agent. The Tender Agent shall also hold all such amounts from a drawing under a Credit Facility that the Tender Agent shall have received from the Trustee in a separate and segregated account pending payment of the Purchase Price of Bonds as set forth in Section 306 of the Indenture and neither the Issuer, the Hospital,

any Affiliate of the Issuer, nor any Insider of any of them shall have any right to take, control or receive the moneys and investments therein.

(F) IN THE EVENT OF A FAILURE BY AN OWNER OF BONDS REQUIRED TO BE TENDERED TO DELIVER ITS BONDS ON OR PRIOR TO THE CONVERSION DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE ON OR SUBSEQUENT TO THE CONVERSION DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED BONDS, AND ANY SUCH UNDELIVERED BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THIS INDENTURE, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(G) No purchase of Bonds pursuant to Section 304 of the Indenture shall be deemed to be a payment or redemption of such Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

(Additional Security for the Bonds)

The Bonds are issued under and are equally and ratably secured by the Indenture. The Indenture grants the Trustee a first security interest in the Trust Revenues (as defined in the Indenture).

As security for payment of the principal of, premium, if any, and interest on the Bonds, the Issuer has assigned to the Trustee all of the Issuer's rights and remedies under the Loan Agreement (except the Unassigned Rights), including the right to receive payments and other amounts payable thereunder pursuant to a pledge and assignment dated as of October 1, 2017 (the "Pledge and Assignment") from the Issuer to the Trustee.

Reference is hereby made to the Indenture, the Loan Agreement, the Note, the Bond Purchase Agreement and the Pledge and Assignment and to all amendments and supplements thereto, for a description of the nature and extent of the security for the Bonds, the terms and conditions upon which the Bonds are issued and secured and the rights, duties and obligations of the Issuer, the Trustee, the Hospital, the Bank and the Bondholders. Copies of such documents are on file in the Office of the Trustee.

(General Provisions)

This Bond is transferable by the registered owner hereof or his duly authorized attorney upon surrender of this Bond to the Trustee, as Bond Registrar, at the Office of the Trustee, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, subject to such reasonable regulations as the Hospital, the Issuer or the Bond Registrar may prescribe, PROVIDED, THAT, IF MONEYS FOR THE MANDATORY PURCHASE OF THIS BOND HAVE BEEN DEPOSITED WITH THE TRUSTEE UNDER THE INDENTURE, THIS BOND SHALL NOT BE TRANSFERABLE TO ANYONE UNTIL DELIVERED TO THE TENDER AGENT. Upon any such transfer, a new Bond or Bonds in the same aggregate principal amount will be issued to the transferee. No

service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Trustee may make a charge for transfer or exchange of Bonds sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any new Bond shall be delivered.

Except as set forth in this Bond and as otherwise provided in the Indenture, the person in whose name this Bond is registered shall be deemed the owner hereof for all purposes, and payment of or on account of the principal of, or premium, if any, or interest on, this Bond shall be made only to or upon the order of the registered owner hereof or his duly authorized legal representative, and the Issuer, the Hospital, any Paying Agents, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Trustee shall not be affected by any notice to the contrary. Such registration may be changed only as provided in this Bond and in the Indenture, and no other notice to the Issuer or the Trustee shall affect the rights or obligations with respect to the transference of a Bond or be effective to transfer any Bond. All payments to the Person in whose name any Bond shall be registered shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM PAYMENTS MADE BY THE HOSPITAL UNDER THE LOAN AGREEMENT, MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE, AND THE SECURITY PROVIDED BY THE PLEDGE AND ASSIGNMENT.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

The Indenture permits certain amendments or supplements to the Loan Agreement, the Indenture and the other Financing Documents not prejudicial to the Bondholders to be made without the consent of or notice to the Bondholders, and other amendments or supplements thereto to be made with the consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an Event of Default as provided in the Indenture.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PRICE OF OR THE INTEREST ON THIS BOND OR FOR ANY CLAIM BASED HEREON OR ON THE INDENTURE, AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, DIRECTOR, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR OF ANY PREDECESSOR OR SUCCESSOR CORPORATION, EITHER DIRECTLY OR THROUGH THE ISSUER OR OTHERWISE, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY, OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE HEREOF, EXPRESSLY WAIVED AND RELEASED.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication of the Trustee shall be endorsed hereon.

THE BONDS DO NOT CONSTITUTE AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR ESSEX COUNTY, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR ESSEX COUNTY, NEW YORK SHALL BE LIABLE THEREON. THE BONDS DO NOT GIVE RISE TO A PECUNIARY LIABILITY OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OF NEW YORK, ESSEX COUNTY, NEW YORK.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture, and the issuance of this Bond, do exist, have happened and have been performed in the time, form and manner as required by law, and that the issuance of the Bonds does not violate any constitutional or statutory limitation.

[Balance of page left blank]

IN WITNESS WHEREOF, Essex County Capital Resource Corporation has caused this Bond to be duly executed in its name by the manual or facsimile signature of its Chairman, Vice Chairman or Chief Executive Officer, attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Dated Date identified above.

ATTEST:

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

Secretary

By: _____
Chairman

(Form of Certificate of Authentication)

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Date of Authentication

[Form of Assignment for Transfer]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto (please insert name, address and social security or tax identification number of assignee):
_____ the within Bond and does hereby irrevocably constitute and appoint _____ to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) on this assignment must correspond with the name(s) as it (they) appear(s) on the face of the within Bond in every particular.

In the presence of:

SCHEDULE I

Bond Debt Service

Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)

Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/5/2017	-	-	-	-	-
11/1/2017	-	-	19,965.83	19,965.83	-
12/1/2017	-	-	23,037.50	23,037.50	-
12/31/2017	-	-	-	-	43,003.33
1/1/2018	-	-	23,037.50	23,037.50	-
2/1/2018	-	-	23,037.50	23,037.50	-
3/1/2018	-	-	23,037.50	23,037.50	-
4/1/2018	-	-	23,037.50	23,037.50	-
5/1/2018	-	-	23,037.50	23,037.50	-
6/1/2018	-	-	23,037.50	23,037.50	-
7/1/2018	-	-	23,037.50	23,037.50	-
8/1/2018	-	-	23,037.50	23,037.50	-
9/1/2018	-	-	23,037.50	23,037.50	-
10/1/2018	-	-	23,037.50	23,037.50	-
11/1/2018	-	-	23,037.50	23,037.50	-
12/1/2018	-	-	23,037.50	23,037.50	-
12/31/2018	-	-	-	-	276,450.00
1/1/2019	-	-	23,037.50	23,037.50	-
2/1/2019	-	-	23,037.50	23,037.50	-
3/1/2019	-	-	23,037.50	23,037.50	-
4/1/2019	-	-	23,037.50	23,037.50	-
5/1/2019	-	-	23,037.50	23,037.50	-
6/1/2019	-	-	23,037.50	23,037.50	-
7/1/2019	-	-	23,037.50	23,037.50	-
8/1/2019	-	-	23,037.50	23,037.50	-
9/1/2019	-	-	23,037.50	23,037.50	-
10/1/2019	-	-	23,037.50	23,037.50	-
11/1/2019	22,000	2.910%	23,037.50	45,037.50	-
12/1/2019	22,000	2.910%	22,984.15	44,984.15	-
12/31/2019	-	-	-	-	320,396.65
1/1/2020	22,000	2.910%	22,930.80	44,930.80	-
2/1/2020	22,000	2.910%	22,877.45	44,877.45	-
3/1/2020	22,000	2.910%	22,824.10	44,824.10	-
4/1/2020	22,000	2.910%	22,770.75	44,770.75	-
5/1/2020	22,000	2.910%	22,717.40	44,717.40	-
6/1/2020	22,000	2.910%	22,664.05	44,664.05	-
7/1/2020	22,000	2.910%	22,610.70	44,610.70	-
8/1/2020	22,000	2.910%	22,557.35	44,557.35	-
9/1/2020	22,000	2.910%	22,504.00	44,504.00	-

10/1/2020	22,000	2.910%	22,450.65	44,450.65	-
11/1/2020	22,000	2.910%	22,397.30	44,397.30	-
12/1/2020	22,000	2.910%	22,343.95	44,343.95	-
12/31/2020	-	-	-	-	535,648.50
1/1/2021	22,000	2.910%	22,290.60	44,290.60	-
2/1/2021	22,000	2.910%	22,237.25	44,237.25	-
3/1/2021	22,000	2.910%	22,183.90	44,183.90	-
4/1/2021	22,000	2.910%	22,130.55	44,130.55	-
5/1/2021	23,000	2.910%	22,077.20	45,077.20	-
6/1/2021	23,000	2.910%	22,021.43	45,021.43	-
7/1/2021	23,000	2.910%	21,965.65	44,965.65	-
8/1/2021	23,000	2.910%	21,909.88	44,909.88	-
9/1/2021	23,000	2.910%	21,854.10	44,854.10	-
10/1/2021	23,000	2.910%	21,798.33	44,798.33	-
11/1/2021	23,000	2.910%	21,742.55	44,742.55	-
12/1/2021	23,000	2.910%	21,686.78	44,686.78	-
12/31/2021	-	-	-	-	535,898.22
1/1/2022	23,000	2.910%	21,631.00	44,631.00	-
2/1/2022	23,000	2.910%	21,575.23	44,575.23	-
3/1/2022	23,000	2.910%	21,519.45	44,519.45	-
4/1/2022	23,000	2.910%	21,463.68	44,463.68	-
5/1/2022	23,000	2.910%	21,407.90	44,407.90	-
6/1/2022	23,000	2.910%	21,352.13	44,352.13	-
7/1/2022	23,000	2.910%	21,296.35	44,296.35	-
8/1/2022	23,000	2.910%	21,240.58	44,240.58	-
9/1/2022	23,000	2.910%	21,184.80	44,184.80	-
10/1/2022	23,000	2.910%	21,129.03	44,129.03	-
11/1/2022	24,000	2.910%	21,073.25	45,073.25	-
12/1/2022	24,000	2.910%	21,015.05	45,015.05	-
12/31/2022	-	-	-	-	533,888.45
1/1/2023	24,000	2.910%	20,956.85	44,956.85	-
2/1/2023	24,000	2.910%	20,898.65	44,898.65	-
3/1/2023	24,000	2.910%	20,840.45	44,840.45	-
4/1/2023	24,000	2.910%	20,782.25	44,782.25	-
5/1/2023	24,000	2.910%	20,724.05	44,724.05	-
6/1/2023	24,000	2.910%	20,665.85	44,665.85	-
7/1/2023	24,000	2.910%	20,607.65	44,607.65	-
8/1/2023	24,000	2.910%	20,549.45	44,549.45	-
9/1/2023	24,000	2.910%	20,491.25	44,491.25	-
10/1/2023	24,000	2.910%	20,433.05	44,433.05	-
11/1/2023	24,000	2.910%	20,374.85	44,374.85	-
12/1/2023	24,000	2.910%	20,316.65	44,316.65	-
12/31/2023	-	-	-	-	535,641.00
1/1/2024	24,000	2.910%	20,258.45	44,258.45	-
2/1/2024	24,000	2.910%	20,200.25	44,200.25	-
3/1/2024	24,000	2.910%	20,142.05	44,142.05	-
4/1/2024	25,000	2.910%	20,083.85	45,083.85	-
5/1/2024	25,000	2.910%	20,023.23	45,023.23	-
6/1/2024	25,000	2.910%	19,962.60	44,962.60	-
7/1/2024	25,000	2.910%	19,901.98	44,901.98	-

8/1/2024	25,000	2.910%	19,841.35	44,841.35	-
9/1/2024	25,000	2.910%	19,780.73	44,780.73	-
10/1/2024	25,000	2.910%	19,720.10	44,720.10	-
11/1/2024	25,000	2.910%	19,659.48	44,659.48	-
12/1/2024	25,000	2.910%	19,598.85	44,598.85	-
12/31/2024	-	-	-	-	536,172.92
1/1/2025	25,000	2.910%	19,538.23	44,538.23	-
2/1/2025	25,000	2.910%	19,477.60	44,477.60	-
3/1/2025	25,000	2.910%	19,416.98	44,416.98	-
4/1/2025	25,000	2.910%	19,356.35	44,356.35	-
5/1/2025	25,000	2.910%	19,295.73	44,295.73	-
6/1/2025	25,000	2.910%	19,235.10	44,235.10	-
7/1/2025	25,000	2.910%	19,174.48	44,174.48	-
8/1/2025	25,000	2.910%	19,113.85	44,113.85	-
9/1/2025	26,000	2.910%	19,053.23	45,053.23	-
10/1/2025	26,000	2.910%	18,990.18	44,990.18	-
11/1/2025	26,000	2.910%	18,927.13	44,927.13	-
12/1/2025	26,000	2.910%	18,864.08	44,864.08	-
12/31/2025	-	-	-	-	534,442.94
1/1/2026	26,000	2.910%	18,801.03	44,801.03	-
2/1/2026	26,000	2.910%	18,737.98	44,737.98	-
3/1/2026	26,000	2.910%	18,674.93	44,674.93	-
4/1/2026	26,000	2.910%	18,611.88	44,611.88	-
5/1/2026	26,000	2.910%	18,548.83	44,548.83	-
6/1/2026	26,000	2.910%	18,485.78	44,485.78	-
7/1/2026	26,000	2.910%	18,422.73	44,422.73	-
8/1/2026	26,000	2.910%	18,359.68	44,359.68	-
9/1/2026	26,000	2.910%	18,296.63	44,296.63	-
10/1/2026	26,000	2.910%	18,233.58	44,233.58	-
11/1/2026	26,000	2.910%	18,170.53	44,170.53	-
12/1/2026	27,000	2.910%	18,107.48	45,107.48	-
12/31/2026	-	-	-	-	534,451.06
1/1/2027	27,000	2.910%	18,042.00	45,042.00	-
2/1/2027	27,000	2.910%	17,976.53	44,976.53	-
3/1/2027	27,000	2.910%	17,911.05	44,911.05	-
4/1/2027	27,000	2.910%	17,845.58	44,845.58	-
5/1/2027	27,000	2.910%	17,780.10	44,780.10	-
6/1/2027	27,000	2.910%	17,714.63	44,714.63	-
7/1/2027	27,000	2.910%	17,649.15	44,649.15	-
8/1/2027	27,000	2.910%	17,583.68	44,583.68	-
9/1/2027	27,000	2.910%	17,518.20	44,518.20	-
10/1/2027	27,000	2.910%	17,452.73	44,452.73	-
11/1/2027	27,000	2.910%	17,387.25	44,387.25	-
12/1/2027	27,000	2.910%	17,321.78	44,321.78	-
12/31/2027	-	-	-	-	536,182.68
1/1/2028	27,000	2.910%	17,256.30	44,256.30	-
2/1/2028	27,000	2.910%	17,190.83	44,190.83	-
3/1/2028	27,000	2.910%	17,125.35	44,125.35	-
4/1/2028	28,000	2.910%	17,059.88	45,059.88	-
5/1/2028	28,000	2.910%	16,991.98	44,991.98	-

6/1/2028	28,000	2.910%	16,924.08	44,924.08	-
7/1/2028	28,000	2.910%	16,856.18	44,856.18	-
8/1/2028	28,000	2.910%	16,788.28	44,788.28	-
9/1/2028	28,000	2.910%	16,720.38	44,720.38	-
10/1/2028	28,000	2.910%	16,652.48	44,652.48	-
11/1/2028	28,000	2.910%	16,584.58	44,584.58	-
12/1/2028	28,000	2.910%	16,516.68	44,516.68	-
12/31/2028	-	-	-	-	535,667.00
1/1/2029	28,000	2.910%	16,448.78	44,448.78	-
2/1/2029	28,000	2.910%	16,380.88	44,380.88	-
3/1/2029	28,000	2.910%	16,312.98	44,312.98	-
4/1/2029	28,000	2.910%	16,245.08	44,245.08	-
5/1/2029	28,000	2.910%	16,177.18	44,177.18	-
6/1/2029	29,000	2.910%	16,109.28	45,109.28	-
7/1/2029	29,000	2.910%	16,038.95	45,038.95	-
8/1/2029	29,000	2.910%	15,968.63	44,968.63	-
9/1/2029	29,000	2.910%	15,898.30	44,898.30	-
10/1/2029	29,000	2.910%	15,827.98	44,827.98	-
11/1/2029	29,000	2.910%	15,757.65	44,757.65	-
12/1/2029	29,000	2.910%	15,687.33	44,687.33	-
12/31/2029	-	-	-	-	535,853.02
1/1/2030	29,000	2.910%	15,617.00	44,617.00	-
2/1/2030	29,000	2.910%	15,546.68	44,546.68	-
3/1/2030	29,000	2.910%	15,476.35	44,476.35	-
4/1/2030	29,000	2.910%	15,406.03	44,406.03	-
5/1/2030	29,000	2.910%	15,335.70	44,335.70	-
6/1/2030	29,000	2.910%	15,265.38	44,265.38	-
7/1/2030	29,000	2.910%	15,195.05	44,195.05	-
8/1/2030	29,000	2.910%	15,124.73	44,124.73	-
9/1/2030	30,000	2.910%	15,054.40	45,054.40	-
10/1/2030	30,000	2.910%	14,981.65	44,981.65	-
11/1/2030	30,000	2.910%	14,908.90	44,908.90	-
12/1/2030	30,000	2.910%	14,836.15	44,836.15	-
12/31/2030	-	-	-	-	534,748.02
1/1/2031	30,000	2.910%	14,763.40	44,763.40	-
2/1/2031	30,000	2.910%	14,690.65	44,690.65	-
3/1/2031	30,000	2.910%	14,617.90	44,617.90	-
4/1/2031	30,000	2.910%	14,545.15	44,545.15	-
5/1/2031	30,000	2.910%	14,472.40	44,472.40	-
6/1/2031	30,000	2.910%	14,399.65	44,399.65	-
7/1/2031	30,000	2.910%	14,326.90	44,326.90	-
8/1/2031	30,000	2.910%	14,254.15	44,254.15	-
9/1/2031	30,000	2.910%	14,181.40	44,181.40	-
10/1/2031	31,000	2.910%	14,108.65	45,108.65	-
11/1/2031	31,000	2.910%	14,033.48	45,033.48	-
12/1/2031	31,000	2.910%	13,958.30	44,958.30	-
12/31/2031	-	-	-	-	535,352.03
1/1/2032	31,000	2.910%	13,883.13	44,883.13	-
2/1/2032	31,000	2.910%	13,807.95	44,807.95	-
3/1/2032	31,000	2.910%	13,732.78	44,732.78	-

4/1/2032	31,000	2.910%	13,657.60	44,657.60	-
5/1/2032	31,000	2.910%	13,582.43	44,582.43	-
6/1/2032	31,000	2.910%	13,507.25	44,507.25	-
7/1/2032	31,000	2.910%	13,432.08	44,432.08	-
8/1/2032	31,000	2.910%	13,356.90	44,356.90	-
9/1/2032	31,000	2.910%	13,281.73	44,281.73	-
10/1/2032	31,000	2.910%	13,206.55	44,206.55	-
11/1/2032	31,000	2.910%	13,131.38	44,131.38	-
12/1/2032	32,000	2.910%	13,056.20	45,056.20	-
12/31/2032	-	-	-	-	534,635.98
1/1/2033	32,000	2.910%	12,978.60	44,978.60	-
2/1/2033	32,000	2.910%	12,901.00	44,901.00	-
3/1/2033	32,000	2.910%	12,823.40	44,823.40	-
4/1/2033	32,000	2.910%	12,745.80	44,745.80	-
5/1/2033	32,000	2.910%	12,668.20	44,668.20	-
6/1/2033	32,000	2.910%	12,590.60	44,590.60	-
7/1/2033	32,000	2.910%	12,513.00	44,513.00	-
8/1/2033	32,000	2.910%	12,435.40	44,435.40	-
9/1/2033	32,000	2.910%	12,357.80	44,357.80	-
10/1/2033	32,000	2.910%	12,280.20	44,280.20	-
11/1/2033	32,000	2.910%	12,202.60	44,202.60	-
12/1/2033	32,000	2.910%	12,125.00	44,125.00	-
12/31/2033	-	-	-	-	534,621.60
1/1/2034	33,000	2.910%	12,047.40	45,047.40	-
2/1/2034	33,000	2.910%	11,967.38	44,967.38	-
3/1/2034	33,000	2.910%	11,887.35	44,887.35	-
4/1/2034	33,000	2.910%	11,807.33	44,807.33	-
5/1/2034	33,000	2.910%	11,727.30	44,727.30	-
6/1/2034	33,000	2.910%	11,647.28	44,647.28	-
7/1/2034	33,000	2.910%	11,567.25	44,567.25	-
8/1/2034	33,000	2.910%	11,487.23	44,487.23	-
9/1/2034	33,000	2.910%	11,407.20	44,407.20	-
10/1/2034	33,000	2.910%	11,327.18	44,327.18	-
11/1/2034	33,000	2.910%	11,247.15	44,247.15	-
12/1/2034	33,000	2.910%	11,167.13	44,167.13	-
12/31/2034	-	-	-	-	535,287.18
1/1/2035	34,000	2.910%	11,087.10	45,087.10	-
2/1/2035	34,000	2.910%	11,004.65	45,004.65	-
3/1/2035	34,000	2.910%	10,922.20	44,922.20	-
4/1/2035	34,000	2.910%	10,839.75	44,839.75	-
5/1/2035	34,000	2.910%	10,757.30	44,757.30	-
6/1/2035	34,000	2.910%	10,674.85	44,674.85	-
7/1/2035	34,000	2.910%	10,592.40	44,592.40	-
8/1/2035	34,000	2.910%	10,509.95	44,509.95	-
9/1/2035	34,000	2.910%	10,427.50	44,427.50	-
10/1/2035	34,000	2.910%	10,345.05	44,345.05	-
11/1/2035	34,000	2.910%	10,262.60	44,262.60	-
12/1/2035	34,000	2.910%	10,180.15	44,180.15	-
12/31/2035	-	-	-	-	535,603.50
1/1/2036	35,000	2.910%	10,097.70	45,097.70	-

2/1/2036	35,000	2.910%	10,012.83	45,012.83	-
3/1/2036	35,000	2.910%	9,927.95	44,927.95	-
4/1/2036	35,000	2.910%	9,843.08	44,843.08	-
5/1/2036	35,000	2.910%	9,758.20	44,758.20	-
6/1/2036	35,000	2.910%	9,673.33	44,673.33	-
7/1/2036	35,000	2.910%	9,588.45	44,588.45	-
8/1/2036	35,000	2.910%	9,503.58	44,503.58	-
9/1/2036	35,000	2.910%	9,418.70	44,418.70	-
10/1/2036	35,000	2.910%	9,333.83	44,333.83	-
11/1/2036	35,000	2.910%	9,248.95	44,248.95	-
12/1/2036	35,000	2.910%	9,164.08	44,164.08	-
12/31/2036	-	-	-	-	535,570.68
1/1/2037	36,000	2.910%	9,079.20	45,079.20	-
2/1/2037	36,000	2.910%	8,991.90	44,991.90	-
3/1/2037	36,000	2.910%	8,904.60	44,904.60	-
4/1/2037	36,000	2.910%	8,817.30	44,817.30	-
5/1/2037	36,000	2.910%	8,730.00	44,730.00	-
6/1/2037	36,000	2.910%	8,642.70	44,642.70	-
7/1/2037	36,000	2.910%	8,555.40	44,555.40	-
8/1/2037	36,000	2.910%	8,468.10	44,468.10	-
9/1/2037	36,000	2.910%	8,380.80	44,380.80	-
10/1/2037	36,000	2.910%	8,293.50	44,293.50	-
11/1/2037	36,000	2.910%	8,206.20	44,206.20	-
12/1/2037	36,000	2.910%	8,118.90	44,118.90	-
12/31/2037	-	-	-	-	535,188.60
1/1/2038	37,000	2.910%	8,031.60	45,031.60	-
2/1/2038	37,000	2.910%	7,941.88	44,941.88	-
3/1/2038	37,000	2.910%	7,852.15	44,852.15	-
4/1/2038	37,000	2.910%	7,762.43	44,762.43	-
5/1/2038	37,000	2.910%	7,672.70	44,672.70	-
6/1/2038	37,000	2.910%	7,582.98	44,582.98	-
7/1/2038	37,000	2.910%	7,493.25	44,493.25	-
8/1/2038	37,000	2.910%	7,403.53	44,403.53	-
9/1/2038	37,000	2.910%	7,313.80	44,313.80	-
10/1/2038	37,000	2.910%	7,224.08	44,224.08	-
11/1/2038	37,000	2.910%	7,134.35	44,134.35	-
12/1/2038	38,000	2.910%	7,044.63	45,044.63	-
12/31/2038	-	-	-	-	535,457.38
1/1/2039	38,000	2.910%	6,952.48	44,952.48	-
2/1/2039	38,000	2.910%	6,860.33	44,860.33	-
3/1/2039	38,000	2.910%	6,768.18	44,768.18	-
4/1/2039	38,000	2.910%	6,676.03	44,676.03	-
5/1/2039	38,000	2.910%	6,583.88	44,583.88	-
6/1/2039	38,000	2.910%	6,491.73	44,491.73	-
7/1/2039	38,000	2.910%	6,399.58	44,399.58	-
8/1/2039	38,000	2.910%	6,307.43	44,307.43	-
9/1/2039	38,000	2.910%	6,215.28	44,215.28	-
10/1/2039	38,000	2.910%	6,123.13	44,123.13	-
11/1/2039	39,000	2.910%	6,030.98	45,030.98	-
12/1/2039	39,000	2.910%	5,936.40	44,936.40	-

12/31/2039	-	-	-	-	535,345.43
1/1/2040	39,000	2.910%	5,841.83	44,841.83	-
2/1/2040	39,000	2.910%	5,747.25	44,747.25	-
3/1/2040	39,000	2.910%	5,652.68	44,652.68	-
4/1/2040	39,000	2.910%	5,558.10	44,558.10	-
5/1/2040	39,000	2.910%	5,463.53	44,463.53	-
6/1/2040	39,000	2.910%	5,368.95	44,368.95	-
7/1/2040	39,000	2.910%	5,274.38	44,274.38	-
8/1/2040	39,000	2.910%	5,179.80	44,179.80	-
9/1/2040	40,000	2.910%	5,085.23	45,085.23	-
10/1/2040	40,000	2.910%	4,988.23	44,988.23	-
11/1/2040	40,000	2.910%	4,891.23	44,891.23	-
12/1/2040	40,000	2.910%	4,794.23	44,794.23	-
12/31/2040	-	-	-	-	535,845.44
1/1/2041	40,000	2.910%	4,697.23	44,697.23	-
2/1/2041	40,000	2.910%	4,600.23	44,600.23	-
3/1/2041	40,000	2.910%	4,503.23	44,503.23	-
4/1/2041	40,000	2.910%	4,406.23	44,406.23	-
5/1/2041	40,000	2.910%	4,309.23	44,309.23	-
6/1/2041	40,000	2.910%	4,212.23	44,212.23	-
7/1/2041	40,000	2.910%	4,115.23	44,115.23	-
8/1/2041	41,000	2.910%	4,018.23	45,018.23	-
9/1/2041	41,000	2.910%	3,918.80	44,918.80	-
10/1/2041	41,000	2.910%	3,819.38	44,819.38	-
11/1/2041	41,000	2.910%	3,719.95	44,719.95	-
12/1/2041	41,000	2.910%	3,620.53	44,620.53	-
12/31/2041	-	-	-	-	534,940.50
1/1/2042	41,000	2.910%	3,521.10	44,521.10	-
2/1/2042	41,000	2.910%	3,421.68	44,421.68	-
3/1/2042	41,000	2.910%	3,322.25	44,322.25	-
4/1/2042	41,000	2.910%	3,222.83	44,222.83	-
5/1/2042	41,000	2.910%	3,123.40	44,123.40	-
6/1/2042	42,000	2.910%	3,023.98	45,023.98	-
7/1/2042	42,000	2.910%	2,922.13	44,922.13	-
8/1/2042	42,000	2.910%	2,820.28	44,820.28	-
9/1/2042	42,000	2.910%	2,718.43	44,718.43	-
10/1/2042	42,000	2.910%	2,616.58	44,616.58	-
11/1/2042	42,000	2.910%	2,514.73	44,514.73	-
12/1/2042	42,000	2.910%	2,412.88	44,412.88	-
12/31/2042	-	-	-	-	534,640.27
1/1/2043	42,000	2.910%	2,311.03	44,311.03	-
2/1/2043	42,000	2.910%	2,209.18	44,209.18	-
3/1/2043	42,000	2.910%	2,107.33	44,107.33	-
4/1/2043	43,000	2.910%	2,005.48	45,005.48	-
5/1/2043	43,000	2.910%	1,901.20	44,901.20	-
6/1/2043	43,000	2.910%	1,796.93	44,796.93	-
7/1/2043	43,000	2.910%	1,692.65	44,692.65	-
8/1/2043	43,000	2.910%	1,588.38	44,588.38	-
9/1/2043	43,000	2.910%	1,484.10	44,484.10	-
10/1/2043	43,000	2.910%	1,379.83	44,379.83	-

11/1/2043	43,000	2.910%	1,275.55	44,275.55	-
12/1/2043	43,000	2.910%	1,171.28	44,171.28	-
12/31/2043	-	-	-	-	533,922.94
1/1/2044	44,000	2.910%	1,067.00	45,067.00	-
2/1/2044	44,000	2.910%	960.30	44,960.30	-
3/1/2044	44,000	2.910%	853.60	44,853.60	-
4/1/2044	44,000	2.910%	746.90	44,746.90	-
5/1/2044	44,000	2.910%	640.20	44,640.20	-
6/1/2044	44,000	2.910%	533.50	44,533.50	-
7/1/2044	44,000	2.910%	426.80	44,426.80	-
8/1/2044	44,000	2.910%	320.10	44,320.10	-
9/1/2044	44,000	2.910%	213.40	44,213.40	-
10/1/2044	44,000	2.910%	106.70	44,106.70	-
12/31/2044	-	-	-	-	445,868.50
	9,500,000		4,430,723.82	13,930,723.82	13,930,723.82

EXHIBIT A

FORM OF REQUEST FOR DISBURSEMENT

To: U.S. Bank National Association
100 Wall Street
New York, New York 10005

Re: Essex County Capital Resource Corporation
Adirondack Medical Center Essex County Project - 2017

Requisition Number:

Dated:

You are hereby authorized and directed to make, from the Construction Account of the Project Fund as defined in the trust indenture dated as of October 1, 2017 (the "Indenture") by and between Essex County Capital Resource Corporation (the "Issuer") and U.S. Bank National Association, as trustee (capitalized terms used herein, and not otherwise defined herein, shall have the meanings assigned to them in the Indenture) the disbursements set forth in this Request for Disbursement. In connection with this request, the Hospital hereby represents and warrants to the Issuer and Trustee as follows:

(A) The payment of all amounts requested hereby is consistent in all material respects with the Tax Certificate and Agreement;

(B) With respect to the item(s) for which payment is to be made, the undersigned has no knowledge of any Lien which should be satisfied or discharged before the payment as requested is made or which will not be discharged by such payment;

(C) If the amount requested is to reimburse to the Hospital for costs or expenses of the Hospital incurred by reason of work performed or supervised by officers or employees of the Hospital, (1) such officers or employees were specifically employed or designated by the Hospital for such purpose, (2) the amount to be paid does not exceed the actual cost thereof to the Hospital, and (3) such costs or expenses will be treated by the Hospital on its books as capital expenditures in conformity with generally accepted accounting principles applied on a consistent basis (or would have been so treated either with an election by the Hospital or but for an election by the Hospital to deduct the amount of such payment);

(D) The payment of the amount requested is chargeable to the capital account of the Project for federal income tax purposes, or would be so chargeable either with an election by the Hospital or but for an election by the Hospital to deduct the amount of such payment.

(E) The payment of the amount requested, when added to all other payments previously made from the Project Fund, will not result in (1) less than ninety-five percent (95%)

of the proceeds of the Initial Bonds (including any investment earnings on the Initial Bonds) being used for the acquisition, construction, reconstruction or improvement of land or Property subject to the allowance for depreciation provided in Section 167 of the Code, or (2) more than two percent (2%) of the proceeds of the Initial Bonds being used to pay issuance costs of the Initial Bonds;

(F) As of the date of this Request for Disbursement, the representations and covenants made in Section 2.2 of the Loan Agreement are true and correct, and there is no Event of Default under any of the Financing Documents, nor any event, condition or act that, with the passage of time or the giving of notice or both, would ripen into such an Event of Default;

(G) The names and addresses of the persons to whom disbursement is to be made, the amount to be paid to each, and the description of the purpose for which the requested disbursement from the Project Fund is to be made and the general classification of the expenditure are as set forth on Schedule "A" attached hereto;

(H) The disbursement is for a proper expenditure of moneys under Section 4.3 of the Loan Agreement;

(I) No item(s) for which payment is requested has (have) been the basis for any prior advance of the Bond Proceeds (requests for advances of retainage amounts under any contract relating to the construction of the Project Facility shall not be deemed made for an item which has been the basis of a prior advance by virtue of requests for advance of amounts covering the cost of such construction, less the retainage amounts);

(J) The Project Facility has not been materially injured or damaged by fire or other casualty;

(K) All sums due workmen, suppliers, employees and materialmen have been paid or will be paid from the proceeds of this Request for Disbursement associated with the proceeds being requested hereby;

(L) That none of the items for which requisition is made constitutes personal property (including, without limitation, fixtures and equipment) other than that listed on all accompanying schedules sufficient for identification purposes in connection with the filing of UCC-1 and/or UCC-3 financing statements;

(M) That all advances for construction and non-construction items shall be for costs actually expended or incurred; and

(N) This Request for Advance is accompanied by bills, bills of sale, invoices or other proof to substantiate the amount requested and the payee.

ADIRONDACK MEDICAL CENTER

By: _____
Authorized Officer

Approval and acknowledgment:

Payment of the foregoing Request for Disbursement is hereby approved by the undersigned, as initial purchaser of the Bonds in the Bank Loan Rate, and the undersigned hereby acknowledges and confirms that the conditions to disbursement of Bond Proceeds have been satisfied.

COMPASS MORTGAGE CORPORATION

By: _____
Authorized Officer

SERIES 2017A BOND

THIS BOND HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THIS BOND MAY NOT BE TRANSFERRED OR PLEDGED EXCEPT UPON EITHER SUCH REGISTRATION OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO ESSEX COUNTY CIVIC DEVELOPMENT CORPORATION THAT REGISTRATION IS NOT REQUIRED AND THAT SUCH TRANSFER OR PLEDGE WILL NOT RESULT IN A VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED.

**ESSEX COUNTY CAPITAL RESOURCE CORPORATION
MULTI-MODE REVENUE BOND
(ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A**

NO.: RA-1

MATURITY DATE: October 1, 2044

INTEREST RATE: as described below

DATED DATE: October 5, 2017

REGISTERED OWNER: COMPASS MORTGAGE CORPORATION

**PRINCIPAL AMOUNT: NINE MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$9,500,000.00)**

ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the "Issuer"), a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), acknowledges itself indebted and for value received does hereby promise to pay, but solely from the sources and as hereinafter provided, to COMPASS MORTGAGE CORPORATION, and its registered successors or assigns, on the Maturity Date identified above (subject to any right of prior redemption or mandatory purchase hereinafter provided for), the principal amount set forth advanced hereunder and under the Indenture (as hereinafter defined), with interest thereon or on so much thereof as is from time to time outstanding and unpaid hereunder (hereinafter called the "Principal Balance") from the date hereof until such Principal Balance is paid in full, initially at the Bank Loan Rate (subject to conversion to an alternate interest rate as described below), on the following dates (each, an "Interest Payment Date"): (A) while this Bond bears interest at the Bank Loan Rate or the Weekly Rate, the first Business Day of each calendar month, commencing November 1, 2017; and (B) while this Bond bears interest at the Semi-Annual Rate or the Long-Term Rate (as defined below), on March 1 and September 1 of each year; provided, that in any case the final Interest Payment Date shall be the Maturity Date. Principal and interest payments on this Bond while bearing interest at the Bank Loan Rate are payable as set forth in Schedule I attached hereto.

The principal of, premium, if any, on and interest on this Bond are payable in coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The principal or redemption price of this Bond, and the interest due upon this Bond at maturity, shall be paid in accordance with the terms hereof and as provided under that certain trust indenture dated as of October 1, 2017 (from time to time, as amended or supplemented, the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (together with its successors in trust, the "Trustee"). Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondholders, and the terms and conditions upon which the Bonds are issued and secured. All terms used herein with initial capitalization where the rules of grammar or context do not otherwise require shall have the meanings as set forth in the Indenture. Each Bondholder assents, by its acceptance hereof, to all of the provisions of the Indenture.

Except when the Series 2017A Bonds are Book Entry Bonds, the installments of interest due on this Bond prior to maturity shall, as provided in the Indenture, be paid to the Person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on the Business Day next preceding any Interest Payment Date (the "Regular Record Date"), and shall be paid by check or draft of the Trustee mailed by the Trustee on such Interest Payment Date to such registered owner at his address appearing on the registration books of the Issuer, or at the option of any holder of Bonds in an aggregate principal amount of \$250,000 or greater be transmitted on such Interest Payment Date by wire transfer in immediately available funds at such owner's written request to the bank account number on file with the Trustee, provided such Holder has delivered adequate instructions regarding same to the Trustee at least ten (10) Business Days prior to such Bond Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the Person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on a date for the payment of such Defaulted Interest to be fixed by the Trustee (the "Special Record Date"), notice whereof being mailed one time, first-class postage prepaid to registered owners of the Bonds not less than ten (10) days prior to such Special Record Date, or may be paid in any other lawful manner as shall be determined by the Trustee. Notwithstanding anything herein to the contrary, when this Bond is registered in the name of a Depository or its nominee, the principal and redemption price of and interest on this Bond shall be payable in next day or federal funds delivered or transmitted to the Depository or its nominee.

Notwithstanding anything to the contrary herein, while the Series 2017A Bonds are bearing interest at the Bank Loan Rate, the Hospital, on behalf of the Issuer, will pay directly to the Initial Holder on or before each date on which any payment or prepayment of principal of, premium, if any, or interest, including Defaulted Interest, on the Series 2017A Bonds shall become due, whether at maturity, by redemption, acceleration or otherwise, an amount in funds available on the Bond Payment Date equal to the payment then coming due. The Hospital, on behalf of the Issuer, may make payments to the Initial Holder earlier than required by Section 207(G) of the Indenture, but such payments shall not affect the accrual of interest except to the extent the Series 2017A Bonds are redeemed. The amount of interest due on the Series 2017A

Bonds bearing interest at the Bank Loan Rate shall be determined by the Initial Holder and communicated to the Hospital and the Trustee by facsimile (or other customary means of communication providing evidence of delivery) no later than 3:30 p.m. on the third Business Day prior to each Interest Payment Date (such communication to set forth the amount of interest due at the then-applicable interest rate; provided, however, the Initial Holder's failure to communicate the amount due shall not affect the Hospital's obligation to make such payment). At any time when any principal of the Series 2017A Bonds is overdue, interest shall continue to accrue on the overdue principal.

For so long as the Series 2017A Bonds bear interest at the Bank Loan Rate, amounts payable to the Initial Holder may be made directly to the Initial Holder by the Hospital, on behalf of the Issuer. The Initial Holder shall notify the Trustee in writing of any failure of the Hospital to make any payment of principal or of interest on the Series 2017A Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing; provided, however, the Initial Holder's failure to so notify the Trustee shall not affect the Hospital's or the Issuer's obligation to make such payment. If any Series 2017A Bonds are sold or transferred, the Initial Holder shall notify the Issuer, the Trustee and the Hospital in writing of the name and address of the transferee, and it will, prior to delivery of such Series 2017A Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Trustee shall have no obligations as paying agent in respect to such Series 2017A Bonds, nor shall it be obligated to collect Debt Service Payments or to take any other action in respect thereof, except at the express written direction of the Hospital, the Issuer or the Initial Holder.

This Bond is one of a duly authorized issue of bonds of the Issuer designated "Essex County Capital Resource Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A" in the aggregate principal amount of \$9,500,000 (the "Series 2017A Bonds" or the "Initial Bonds"). The Series 2017A Bonds are issued for the purpose of providing financing for a project (the "Project") for the benefit of the Hospital consisting of: the financing and refinancing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Village of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility") (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project" and clauses (i) and (ii) hereinafter collectively referred to as the "Project Facility").

To provide for the payment of the Debt Service Payments on the Series 2017A Bonds, the Issuer, in the Indenture, has (A) absolutely and irrevocably assigned to the Trustee all of the Issuer's right, title and interest in and to the Loan Agreement (except for the Issuer's Unassigned Rights, and the Credit Facility Account, Redemption Premium Account and Remarketing

Proceeds Account of the Bond Fund and all moneys and investments therein), including without limitation the proceeds of the Letter of Credit (as defined in the Indenture), and (B) granted a security interest in all moneys and investments in the Project Fund and the Revenues (other than the above-referenced accounts of the Bond Fund, all moneys and investments therein and the proceeds of the Credit Facility).

THE SERIES 2017A BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF NEW YORK OR ESSEX COUNTY, NEW YORK OR ANY POLITICAL SUBDIVISION THEREOF, AND WILL NOT BE SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION. THE DEBT SERVICE PAYMENTS ON THE BONDS WILL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED AND ASSIGNED BY THE ISSUER TO SECURE PAYMENT THEREOF BY THE INDENTURE. THE SERIES 2017A BONDS SHALL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OF THE ISSUER, BUT RATHER SHALL CONSTITUTE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES OF THE ISSUER DERIVED AND TO BE DERIVED FROM THE PAYMENTS RECEIVED BY THE ISSUER FROM THE HOSPITAL PURSUANT TO THE LOAN AGREEMENT (EXCEPT FOR REVENUES DERIVED BY THE ISSUER WITH RESPECT TO THE UNASSIGNED RIGHTS).

As provided in the Indenture, additional series of Bonds (the "Additional Bonds", and collectively with the Series 2017A Bonds, the "Bonds") may be issued from time to time pursuant to supplements to the Indenture on a parity with, and secured and payable equally and ratably with, all other series of Bonds issued under the Indenture, which Additional Bonds may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Indenture and the supplement thereto authorizing any such series of Additional Bonds. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited, except as otherwise provided in the Indenture.

If an Event of Default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may become due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed.

(Authorized Amount/Determination of Interest Rates)

(A) The Series 2017A Bonds shall be issued in the aggregate principal amount of \$9,500,000 and registered in the name of Compass Mortgage Corporation or its nominee, as an Initial Holder. The Series 2017A Bonds shall initially bear interest at the Bank Loan Rate, which rate shall continue in effect until converted to a different Interest Rate Mode as provided in the Indenture. The Series 2017A Bonds shall be of a single maturity and shall mature on October 1, 2044. The book-entry only System shall not apply to the Series 2017A Bonds bearing interest at the Bank Loan Rate.

(B)(1) The Series 2017A Bonds shall bear interest, determined in accordance with the provisions of Article II of the Indenture, at the Bank Loan Rate (which shall be a Tax-Exempt Rate or a Taxable Rate), the Weekly Rate, the Semi-Annual Rate or the Long-Term Rate. Interest, with respect to any amount of Bond Proceeds advanced by the Initial Holder from time to time, shall be payable on each Interest Payment Date, commencing November 1, 2017, and shall be computed (1) on the basis of a 360-day year for the actual number of days elapsed for any Bank Loan Rate Bond, (2) on the basis of a 360-day year consisting of twelve (12) 30-day months for any Semi-Annual Rate Bond and for any Long-Term Rate Bond during a Long-Term Rate Period exceeding twelve (12) months and (3) on the basis of a 365 or 366-day year, as applicable, for the actual number of days elapsed for any Weekly Rate Bond and for any Long-Term Rate Bond during a Long-Term Rate Period not exceeding twelve (12) months. Notwithstanding anything herein to the contrary, the interest rate borne by the Series 2017A Bonds shall not exceed the maximum permitted by, or enforceable under, applicable law. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the Default Interest Rate computed from the date of the default or Event of Default. Notwithstanding anything to the contrary in the Indenture, during the Bank Loan Rate Period, the Series 2017A Bonds shall bear interest at the Bank Loan Rate and in effect for the Bank Loan Rate Period in accordance with the provisions of Section 215 of the Indenture and as set forth below under “(Bank Loan Rate Provisions; Advance of Bond Proceeds; Increased Costs to Initial Holder; Conversion from the Bank Loan Rate).”

(2) The Series 2017A Bonds shall bear interest from the Interest Payment Date to which interest has accrued and has been paid until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture, whether upon maturity, redemption or otherwise.

(3) The interest rate borne by the Series 2017A Bonds as of any particular date shall be determined as follows:

(a) Subsequent to an Event of Taxability, the interest rate on the Series 2017A Bonds will automatically reset to the taxable equivalent rate as determined by the Initial Holder (the “Taxable Rate”), and the Hospital, on behalf of the Issuer, will pay to the Initial Holder the difference between the amount of interest which the Initial Holder should have received at the Taxable Rate and any and all interest and penalties assessed.

(b) If the Interest Rate Mode for the Series 2017A Bonds is the Weekly Rate, the interest rate on the Series 2017A Bonds for a particular Weekly Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the Wednesday preceding the Weekly Rate Period (or the day preceding the Conversion of the Interest Rate Mode to the Weekly Rate), or, if such day is not a Business Day, on the next succeeding Business Day, as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such Business Day at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

(c) If the Interest Rate Mode for the Series 2017A Bonds is the Semi-Annual Rate, the interest rate on the Series 2017A Bonds for a particular Semi-Annual Rate Period shall be the rate established by the Remarketing Agent no later than 3:00 p.m. (New York City time) on the 10th Business Day next preceding the first day of such Semi-Annual Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such first day at a price equal to the principal amount thereof.

(d) If the Interest Rate Mode for the Series 2017A Bonds is the Long-Term Rate, the interest rate on the Series 2017A Bonds for a particular Long-Term Rate Period shall be the rate established by the Remarketing Agent not later than the 15th Business Day preceding the first day of such Long-Term Rate Period as the minimum rate of interest necessary, in the judgment of the Remarketing Agent, to enable the Remarketing Agent to sell the Series 2017A Bonds on such first day at a price equal to the principal amount thereof.

(e) The Remarketing Agent (or the Initial Holder during any Bank Loan Rate Period) shall provide the Hospital, the Trustee and the Tender Agent with Immediate Notice of all interest rates.

(f) If for any reason the interest rate on a Bond is not determined by the Remarketing Agent (or the Initial Holder during any Bank Loan Rate Period), the Interest Rate Mode for such Bond shall remain the same and the interest rate for such Bond for the next succeeding Rate Period shall be the interest rate in effect for such Bond for the preceding Rate Period.

(C) Anything herein or in the Indenture to the contrary notwithstanding, the obligations of the Issuer under the Series 2017A Bonds shall be subject to the limitation that payments of interest or other amounts on the Series 2017A Bonds shall not be required to the extent that receipt of any such payment by a Holder of an Initial Bond would be contrary to the provisions of Applicable Law applicable to such Holder which would limit the maximum rate of interest which may be charged or collected by such Holder.

(D) All Bonds of the same Series bearing interest at a particular rate of interest shall share the same Rate Period and bear interest at the same rate per annum.

(E) If the Interest Rate Mode of the Series 2017A Bonds is converted to the Long-Term Rate, the Long-Term Rate Period applicable thereto shall be determined as follows:

(1) The Long-Term Rate Period shall be established by the Hospital, on behalf of the Issuer, in the notice given pursuant to Section 209(G) of the Indenture (the first such Long-Term Rate Period commencing on the Conversion Date for the Series 2017A Bonds to a Long-Term Rate) and thereafter each successive Long-Term Rate Period shall be the same as that so established by the Hospital, on behalf of the Issuer, until a different Long-Term Rate Period is specified by the Hospital, on behalf of the Issuer, in accordance with Section 209(F) of the Indenture (in which case, the duration of that Long-Term Rate Period shall control succeeding Long-Term Rate Periods) or until the occurrence of a Conversion Date. Each Long-Term Rate Period shall be one year or more in duration and shall end on the day next preceding an Interest Payment Date; provided that if the first Long-Term Rate Period commences on a Conversion

Date other than a March 1 or a September 1, such first Long-Term Rate Period shall be of a duration as close as possible to (but not in excess of) such Long-Term Rate Period and shall terminate on a day preceding an Interest Payment Date, and further provided that no Long-Term Rate Period shall extend beyond the Maturity Date of the Series 2017A Bonds.

(2) The Hospital, on behalf of the Issuer, may change from one Long-Term Rate Period to another Long-Term Rate Period on any Business Day on which the Series 2017A Bonds are subject to optional redemption pursuant to Section 301(B) of the Indenture by notifying the Trustee, the Issuer, the Credit Facility Issuer, the Tender Agent and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the proposed effective date of the change. Such notice shall specify the last day of the next Long-Term Rate Period which shall be the earlier of the day before the maturity date of the Series 2017A Bonds or the day immediately preceding a March 1 or September 1 and which is one year or more after the effective date and, if such change is conditional, the interest rate limitations. Any such notice shall be accompanied by (a) an opinion of Independent Counsel stating that such change is authorized by the Indenture, (b) an opinion of Bond Counsel that such change will not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2017A Bonds, and (c) if the stated amount of the Credit Facility, if any, to be held by the Trustee after such change in the Long-Term Rate Period is increased over that of the then current Credit Facility, an opinion of reputable bankruptcy counsel stating that payments of principal and interest on the Series 2017A Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the United States Bankruptcy Code. Any change of the Long-Term Rate Period may be made conditional on the interest rate being within certain limits established by the Hospital. The Remarketing Agent shall establish what would be the interest rate for the proposed Long-Term Rate Period in accordance with Section 209(C) of the Indenture. If the interest rate established by the Remarketing Agent is not within the limits established, then the change in the Long-Term Rate Period may be cancelled by the Hospital, in which case the Hospital's notice of the proposed change shall be of no effect and the Series 2017A Bonds shall not be subject to any mandatory purchase pursuant to Section 304 of the Indenture. Notice of such cancellation shall be promptly given to all Bondholders.

(3) The Trustee shall notify the Bondholders of any change in the Long-Term Rate Period proposed pursuant to Section 209(F)(2) of the Indenture by first class mail, postage prepaid, at least 30 but not more than 60 days before the proposed effective date of such change. Each such notice shall state: (a) whether the change in the Long-Term Rate Period is conditional and, if conditional, the interest rate limitations established by the Hospital, (b) that the interest rate for the new Long-Term Rate Period will be determined by the Remarketing Agent not later than the 15th Business Day preceding the first day of the new Long-Term Rate Period, (c) the effective date of and the end of the new Long-Term Rate Period, (d) that the Bonds will be subject to mandatory purchase on the effective date in accordance with Section 304(B). Any notice provided under Section 209(F)(3) of the Indenture shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Initial Bonds at the end of any Long-Term Rate Period as set forth in Section 304 of the Indenture.

(F) The determination of each interest rate in accordance with the terms of the Indenture shall be conclusive and binding upon the owners of the Bonds, the Issuer, the Hospital,

the Trustee, each Paying Agent, the Tender Agent, the Remarketing Agent and the Credit Facility Issuer, if any.

(G) Notwithstanding anything herein or in the Indenture to the contrary, in no event will the rate of interest borne by any Series 2017A Bonds (except any Series 2017A Bonds constituting a Pledged Bond and except while the Bonds bear interest at the Bank Loan Rate) exceed twelve percent (12%) per annum or, if the Series 2017A Bonds are then supported by a Credit Facility, the maximum rate stated in the Credit Facility.

(Bank Loan Rate Provisions, Advance of Bond Proceeds; Increased Costs to Initial Holder; Conversion from the Bank Loan Rate)

(A) The Series 2017A Bonds shall bear interest at the Bank Loan Rate from the date of original issuance of the Series 2017A Bonds. On the Closing Date for the Initial Bonds, the Initial Holder, shall pay to the Trustee the aggregate principal amount of \$9,500,000 with respect to the Series 2017A Bonds.

(B) Through and including the Bank Loan Rate Expiration Date, the unpaid aggregate principal amount of the Series 2017A Bonds shall bear interest at the Bank Loan Rate. Upon the occurrence and continuation of an Event of Default under the Indenture, the Series 2017A Bonds will bear interest at the Default Interest Rate and upon the occurrence and continuation of an Event of Taxability, the Series 2017A Bonds shall bear interest at the Taxable Rate.

(1) If at any time after the date hereof the introduction of or any change in any Applicable Law, regulation or treaty, or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof, shall make it unlawful to maintain the Bank Loan Rate (a "Change in Law"), then upon receipt by the Hospital and the Issuer of written notice to that effect from the Initial Holder, the Bank Loan Rate for the Initial Bonds shall automatically be converted to the Taxable Rate until such time as the situation described in this subsection is no longer in effect.

(2) Upon the occurrence of an Event of Taxability, the Bank Loan Rate on the Initial Bonds shall automatically be converted to the Taxable Rate and the Series 2017A Bonds shall be subject to mandatory redemption pursuant to Section 301(E) of the Indenture.

(3) Upon the occurrence and continuance of an Event of Default, the Bank Loan Rate shall automatically be converted to the Default Interest Rate and shall be payable on demand by the Issuer to the Initial Holder (which Default Interest Rate shall revert to the Bank Loan Rate upon the cure of such Event of Default).

(4) For any payment of principal or interest not made within ten (10) days of the due date of such payment, the Issuer shall pay to the Initial Holder a late fee (a "Late Fee") equal to four percent (4%) of the amount of such payment.

(C) **Increased Costs, Capital Adequacy and Change in Bank Loan Rate.**

(1) The Hospital and the Issuer acknowledge and agree that the cost to the Initial Holder of maintaining the Series 2017A Bonds may fluctuate and the Hospital and Issuer have agreed to pay the Initial Holder additional amounts to compensate the Initial Holder for any increase in its actual costs incurred in maintaining the Series 2017A Bonds or for the reduction of any amounts received or receivable from Hospital as a result of:

(a) after the date hereof, any change in any Applicable Law, regulation or treaty, or in the interpretation or administration thereof on an industry-wide basis, or by any domestic or foreign court which interpretation would affect banking institutions industry-wide, (i) changing the Corporate Federal Income Tax Factor, (ii) changing the basis of taxation of payments under the Indenture to Initial Holder, (iii) imposing, modifying or applying any reserve, special deposit or similar requirement against assets of, deposits in or for the account of, credit extended by, or any other acquisition of funds for loans by Initial Holder (which includes the Initial Bonds or any applicable portion thereof), or (iv) if the Initial Holder shall have determined that after the Closing Date, the adoption of any Applicable Law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged by Applicable Law with the interpretation or administration thereof, or compliance by the Initial Holder or the parent corporation thereof with any request or directive regarding capital adequacy (whether or not having the force of Applicable Law) of any such Governmental Authority, central bank, or comparable agency, has or could have the effect of reducing the rate of return on the capital or assets of such Initial Holder or the parent corporation thereof as a consequence of the commitments or obligations of the Initial Holder under the Bond Purchase Agreement to a level below that which the Initial Holder or the parent corporation thereof would have achieved but for such adoption, effectiveness, change or compliance, provided that the result of the foregoing is to increase the cost to Initial Holder of maintaining the Initial Bonds or any portion thereof or to reduce the amount of any sum received or receivable from the Hospital by Initial Holder hereunder; then, from time to time the Hospital and the Issuer have agreed under the Bond Purchase Agreement to pay to the Initial Holder such additional amounts as will compensate the Initial Holder for such increase in its costs or reduction of any amounts hereunder with respect to any portion of the Initial Bonds outstanding.

(2) Any amount payable by the Issuer described in the immediately preceding paragraphs (a) shall be paid within thirty (30) days of receipt by Hospital and the Issuer of a certificate (an "Adjustment Certificate") signed by an authorized officer of the Initial Holder setting forth the amount due and the basis for the determination of such amount, which statement shall be conclusive and binding upon the Issuer and the Hospital, absent manifest error. Failure on the part of Initial Holder to demand payment from Issuer or the Hospital for any such amount attributable to any particular period shall not constitute a waiver of Initial Holder's right to demand payment of such amount for any subsequent or prior period. The Initial Holder shall use reasonable efforts to deliver to the Issuer and the Hospital prompt notice of any event described in paragraphs (a) above, of the amount of the reserve and capital adequacy payments, or change in the yield received by the Initial Holder, resulting therefrom and the reasons therefor and of the basis of calculation of such amount; provided, however, that any failure by Initial Holder so to notify the Issuer or the Hospital shall not affect Issuer's or the Hospital's obligation to pay the reserve and capital adequacy payment, or change in yield, resulting therefrom. In addition, and

not by way of limitation of the foregoing, if a determination is made pursuant to paragraph (B) above with respect to an Event of Taxability, as of the date of such determination the Bank Loan Rate with respect to the Initial Bonds will automatically convert to the Taxable Rate and the Hospital has agreed to reimburse the Initial Holder the amount of any penalties incurred by the Initial Holder as a result of such determination.

(3) If by reason of a Change in Law occurring after the date hereof, the Issuer is required by such Change in Law to make any deduction or withholding in respect of any taxes, duties or other charges from any payment due under the Initial Bonds, the sum due from Issuer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Initial Holder receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

(D) With respect to any outstanding Series 2017A Bonds during the Bank Loan Rate Period, if at any time the rate of interest under Section 215 of the Indenture, or the Default Interest Rate, as applicable (the "Uncapped Rate"), exceeds the maximum rate permitted by Applicable Law (the difference between the Uncapped Rate and the maximum rate permitted by Applicable Law being the "Excess Interest"), then all such Series 2017A Bonds shall continue to bear interest at the maximum rate permitted by Applicable Law, until the first to occur of (i) the indefeasible payment in full of all of the Series 2017A Bonds and (ii) the payment of interest on such Series 2017A Bonds in an aggregate amount equal to the amount of interest that would have been payable thereon at the Uncapped Rate. However, and notwithstanding any subsequent reduction in the Bank Loan Rate or Default Interest Rate (as applicable), the Series 2017A Bonds shall, to the maximum extent permitted by Applicable Law, bear interest, from and after the date on which any Excess Interest is accrued, at the maximum rate permitted by Applicable Law.

(E) If the Hospital desires to cause the Conversion of the Interest Rate Mode of the Initial Bonds from the Bank Loan Rate to another Interest Rate Mode, the following procedures shall apply thereto:

(1) On the Bank Loan Rate Expiration Date, the Interest Rate Mode for the Initial Bonds is subject to Conversion from the Bank Loan Rate to a different Interest Rate Mode from time to time in whole (and not in part) at the option of the Hospital, such right to be exercised by notifying the Trustee, the Initial Holder, the Tender Agent, the Issuer and the Remarketing Agent at least 4 Business Days prior to the 30th day prior to the effective date of such proposed Conversion. Such notice shall specify (a) the effective date, (b) the proposed Interest Rate Mode, (c) if the Conversion is to the Long-Term Rate, the end of the Long-Term Rate Period and what the interest rate for the proposed Long-Term Rate Period would have been if such rate had been determined immediately prior to the mailing of such notice and (d) if such Conversion is conditional, the interest rate limitations established by the Hospital. The notice must be accompanied by (i) an opinion of Independent Counsel stating that the Conversion is lawful under the Act and permitted by the Indenture, (ii) an opinion of Bond Counsel stating that the Conversion will not, in and of itself, adversely affect the exclusion of interest on the Initial Bonds from gross income for federal income tax purposes, (iii) if a Credit Facility will be held by the Trustee after such Conversion, evidence that such Credit Facility has been obtained in

accordance with and upon compliance with the provisions and requirements specified in Section 408(F) for an Alternate Credit Facility, and (iv) if a Credit Facility will be held by the Trustee after such Conversion, an opinion of reputable bankruptcy counsel (which may be counsel to the Hospital) stating that payments of principal and interest on such the Initial Bonds from funds drawn on such Credit Facility will not constitute voidable preferences with respect to the bankruptcy of the Hospital under the Bankruptcy Code. Any Conversion by the Hospital of the Interest Rate Mode to the Long-Term Rate may be made conditional on the initial interest rate determined for such Interest Rate Mode being within certain limits established by the Hospital in the notice referred to above. The Remarketing Agent shall establish what would be the interest rate for the proposed Interest Rate Mode in accordance with Section 209(C) of the Indenture. If the interest rate so established by the Remarketing Agent is not within the limits established, then such Conversion may be canceled by the Hospital, in which case the Hospital's notice of Conversion shall be of no effect, the terms of such Initial Bonds shall continue as they were prior to the proposed Conversion such Initial Bonds shall not be subject to any mandatory purchase pursuant to Section 304(B) of the Indenture. Notice of such cancellation shall be given promptly to all Bondholders. Notwithstanding anything to the contrary herein, the cancellation of any Conversion described in Section 215(E) of the Indenture shall not relieve the Hospital from the mandatory purchase requirements set forth in Section 304(C) of the Indenture.

(2) Any Conversion of the Interest Rate Mode for the Series 2017A Bonds pursuant to Section 215(E)(1) of the Indenture must comply with the following:

(a) the Conversion Date must be an Interest Payment Date which is a date on which the Initial Bonds are subject to extraordinary optional redemption pursuant to Section 301(A) of the Indenture or optional redemption pursuant to Section 301(A) or Section 301(B) of the Indenture;

(b) the Conversion Date must be a Business Day;

(c) the Hospital shall have appointed a Remarketing Agent and, if necessary, provided the Trustee with a Credit Facility; and

(d) the Credit Facility, if any, to be held by the Trustee must cover accrued interest for the Initial Bonds for 50 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Weekly Rate, or for 210 days (or such shorter period as may be approved by the Rating Agency, if the Bonds are then rated), if the Conversion is to the Semi-Annual Rate or the Long-Term Rate.

(3) The Trustee shall notify the Bondholders of each Conversion by first class mail, postage prepaid, at least 30 days but not more than 60 days before the Conversion Date. Each such notice shall state: (a) that the Interest Rate Mode will be converted and what the new Interest Rate Mode will be; (b) the Conversion Date; (c) if the Conversion is to the Long-Term Rate, whether the conversion is conditional and, if conditional, the interest rate limitations set by the Hospital, and (d) that the Series 2017A Bonds will be subject to mandatory purchase on the Conversion Date in accordance with Section 304(B) of the Indenture. If the Conversion is to the Long-Term Rate, the notice will also state the information required by Section 209(E)(3) of the

Indenture. Any notice provided under Section 215(E)(3) of the Indenture shall be for informational purposes only and shall not waive or otherwise affect the mandatory purchase of the Bonds on a Conversion Date as set forth in Section 304(B) of the Indenture.

(4) Notwithstanding any provision of Section 215 of the Indenture, the Interest Rate Mode shall not be converted (a) if the Remarketing Agent has not determined the initial interest rate for the new Interest Rate Mode in accordance with Section 215 of the Indenture, (b) if the Trustee shall receive written notice prior to such Conversion that any opinion or resolution required under Section 215(E)(1) has been rescinded or (c) prior to the Bank Loan Rate Expiration Date for such Series. If the Trustee shall have sent any notice to the Bondholders regarding a Conversion of the Interest Rate Mode under Section 215(E)(3), the Trustee shall promptly notify all Bondholders of such rescission and the cancellation of any mandatory purchase pursuant to Section 304(B) of the Indenture.

(Extraordinary Redemption Without Premium)

The Initial Bonds are subject to redemption prior to maturity (A) as a whole, without premium, in the event of (1) a taking in Condemnation of, or failure of title to, all or substantially all of the Project Facility, (2) damage to or destruction of part or all of the Project Facility and election by the Hospital to redeem the Initial Bonds in accordance with Section 7.1(B) of the Loan Agreement, or (3) a taking in Condemnation of part of the Project Facility and election by the Hospital to redeem the Bonds in accordance with Section 7.2(B) of the Loan Agreement, or (B) in part, without premium, in the event that (1) to the extent excess moneys remain in the Insurance and Condemnation Fund following damage or condemnation of a portion of the Project Facility and completion of the repair, rebuilding or restoration of the Project Facility by the Hospital and, pursuant to the Indenture, such excess moneys are not paid to the Hospital, (2) excess proceeds of recoveries from contractors are applied to redeem Bonds pursuant to Section 4.6 of the Loan Agreement, or (3) as provided in Section 404(E) of the Indenture, in the event that excess moneys remain in the Project Fund following completion of the renovation and expansion of the Project Facility and final payment of incurred and unpaid items of the Cost of the Project Facility. In any such event, the Initial Bonds shall be redeemed, as a whole or in part, at such time as the Trustee determines, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(Optional Redemption During Bank Loan Rate Period)

Whenever the Interest Rate Mode for the Series 2017A Bonds is the Bank Loan Rate, the Series 2017A Bonds shall be subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the Hospital, by exercise of its right to prepay the payments payable under the Loan Agreement as provided in Section 5.3 of the Loan Agreement after the first anniversary of the Closing Date, in whole on any date or in part on any Interest Payment Date, in denominations of \$250,000 or integral multiples in excess thereof except for one necessary odd denomination, in the manner provided in Article III of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, plus a prepayment premium in connection with the Bonds being redeemed equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

(Mandatory Redemption Upon Event of Taxability)

The Initial Bonds shall be redeemed in whole as soon as practicable after the occurrence of an Event of Taxability and the receipt by the Trustee of written notice from any Holder or the Hospital of the occurrence of an Event of Taxability (but in no event later than one hundred twenty (120) days following the date a responsible officer of the Trustee is notified of an Event of Taxability pursuant to Section 301(E) of the Indenture at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(Extraordinary Redemption Without Premium at Election of Bank)

While in an Interest Rate Mode other than the Bank Loan Rate, the Series 2017A Bonds are also subject to redemption prior to maturity upon receipt by the Trustee of a written notice from the Bank of the occurrence and continuance of a default by the Hospital under the Reimbursement Agreement and the Bank's election to compel redemption of the Bonds. In such event, the Series 2017A Bonds shall be redeemed, as a whole, in the manner provided in Article III of the Indenture, on the earliest date for which the Trustee can give notice of redemption pursuant to Section 303 of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

(Procedures for Redemption)

Notice of the intended redemption of each Bond subject to redemption shall be given by the Trustee one time by first class mail postage prepaid to the registered owner at the address of such owner shown on the Trustee's bond register not more than 60 days nor less than 30 days prior to the redemption date. The failure to give any such notice, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure to give notice, or defect therein, has occurred. Notice of any redemption hereunder with respect to Bonds held under a book entry system shall be given by the Registrar or the Trustee only to the Depository, or its nominee, as the holder of such Bonds. Selection of book entry interests in the Bonds called for redemption is the responsibility of the Depository and any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its contents or effect will not affect the validity of such notice or any proceedings for the redemption of such Bonds.

In the event of any partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee not more than sixty (60) days prior to the redemption date in inverse order of maturity, and within each maturity by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by or pledged to the Bank pursuant to the Indenture. The Trustee may provide for the redemption of authorized denominations of Outstanding Bonds. In no event shall the principal amount of Bonds subject to any partial redemption be other than \$250,000 or integral multiples in excess thereof except for one necessary odd denomination.

Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall thereupon cease to be entitled to the Lien of the Indenture and shall cease to bear interest from and after the date fixed for redemption.

(PURCHASE OF BONDS ON DEMAND; MANDATORY PURCHASE)

(A) The Series 2017A Bonds are subject to purchase on demand of the Holder thereof, as follows:

(1) If the Interest Rate Mode for the Series 2017A Bonds is the Weekly Rate, any Bond of such Series shall be purchased on the demand of the owner thereof, on any Business Day at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, to the Purchase Date, upon written notice to the Tender Agent, at its Principal Office on or before 4:00 p.m. (New York City time) on a Business Day not later than the 7th calendar day prior to the Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and the Trustee with Immediate Notice of the receipt of the notice referred to in the preceding paragraph. Upon its receipt of such Immediate Notice from the Tender Agent, the Remarketing Agent shall promptly provide the Hospital with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(2) If the Interest Rate Mode for the Series 2017A Bonds is the Semi-Annual Rate, any Bond of such Series shall be purchased, on the demand of the owner thereof, on any Interest Payment Date for a Semi-Annual Rate Period at a Purchase Price equal to the principal amount thereof, upon written notice to the Tender Agent, at its Principal Office on a Business Day not later than the 8th Business Day prior to such Purchase Date, which notice (a) states the number and principal amount (or portion thereof in an authorized denomination) of such Bond to be purchased, (b) states the Purchase Date on which such Bond shall be purchased and (c) irrevocably requests such purchase and agrees to deliver such Bond, duly endorsed in blank for transfer, with all signatures guaranteed, to the Tender Agent at or prior to 12:00 Noon (New York City time) on such Purchase Date. The Tender Agent shall promptly, but in no event later than 4:00 p.m. (New York City time) on the next succeeding Business Day, provide the Remarketing Agent and Trustee with Immediate Notice of the receipt of the notice referred to in the preceding sentence.

(3) The Series 2017A Bonds shall not be purchased upon the demand of the owner thereof during any Long-Term Rate Period in whole or in part. At the end of each Long-Term Rate Period, the Bonds shall be subject to mandatory purchase as set forth in Section 304(B) hereof.

(4) Notwithstanding any other provision of Section 304(A) of the Indenture, the Holder of a Series 2017A Bond may demand purchase of a portion of such Bond only if the portion to be purchased and the portion to be retained by the Holder will be in authorized denominations.

(B) The Series 2017A Bonds are subject to mandatory purchase on each Conversion Date and upon failure to extend a Credit Facility or provide an Alternate Credit Facility, as follows (provided, however, that mandatory purchase upon Conversion from the Bank Loan Rate shall be governed by Section 304(C) of the Indenture.):

(1) The Series 2017A Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus accrued interest, if any, thereon to the Purchase Date on each Conversion Date for any Conversion of such Series of Bonds.

(2) While the Series 2017A Bonds bear interest at the Weekly or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is extended or replaced prior to its expiration with an Alternate Credit Facility issued by the then current Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility.

(3) While the Series 2017A Bonds bear interest at the Long-Term Rate and the Bonds of such Series are subject to optional redemption by the Issuer pursuant to Section 301(B) of the Indenture, the Bonds shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof, plus the redemption premium, if any, which would be payable under Section 301(B) of the Indenture if the Bonds were redeemed on the Purchase Date, plus accrued interest, if any, thereon to the Purchase Date, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility) unless such Credit Facility is replaced prior to its expiration with a Qualifying Alternate Credit Facility. Any premium to be paid in connection with such mandatory purchase, if not covered by the then current Credit Facility, shall be paid from Available Moneys deposited by the Issuer into the Redemption Premium Account of the Bond Fund. If there are no such Available Moneys, the then current Credit Facility may not be replaced unless replaced with a Qualifying Alternate Credit Facility. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration of the then current Credit Facility. While the Series 2017A Bonds bear interest at the Long-Term Rate, but are not yet subject to optional redemption by the Issuer pursuant to Section 301(B) of the Indenture, upon expiration of the term of the then current Credit Facility (whether by expiration according to its terms or upon delivery of an Alternate Credit Facility), the Hospital must replace the then current Credit Facility with a Qualifying Alternate Credit Facility. While the Series 2017A Bonds bear interest at the Long-Term Rate but are not yet subject to optional redemption pursuant to Section 301(B) of the Indenture, the Bonds of such Series shall not be subject to mandatory purchase under this Section 304(B)(2) of the Indenture. The

Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date of expiration or replacement of the then current Credit Facility.

(4) While the Series 2017A Bonds bear interest at the Weekly Rate or Semi-Annual Rate, the Bonds of such Series shall be subject to mandatory purchase at a Purchase Price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date upon any replacement, removal or other substitution of the Credit Facility Issuer. The Purchase Date will be the Interest Payment Date immediately preceding (by at least 15 calendar days) the date on which the change in Credit Facility is to become effective.

(5) Notice of any mandatory purchase pursuant to Section 304(B) of the Indenture shall be given by the Trustee thirty (30) days prior to the date of purchase in the same manner as a notice of redemption pursuant to Section 303 hereof; provided that failure to receive notice by mailing, or any defect in that notice, as to any Bond shall not affect the validity of the proceedings for the purchase of any other Bond.

(6) As provided in Section 408 of the Indenture, in order to avoid the mandatory purchase of the Bonds, the then current Credit Facility must be replaced within the time set forth in Section 408(G) of the Indenture.

(C) The Purchase Price of any Bond purchased pursuant to Section 304 of the Indenture (including any mandatory purchase upon the Bank Loan Rate Expiration Date) shall be payable upon delivery of such Bond to the Tender Agent in accordance with Section 5.1(A)(2) of the Loan Agreement; provided that such Bond must be delivered to the Tender Agent on or prior to 11:00 a.m. (New York City time) for payment by the close of business on the Purchase Date in immediately available funds; provided, however, that if the Purchase Date is not a Business Day, the Purchase Price shall be payable on the next succeeding Business Day.

(D) Any Bond delivered for payment of the Purchase Price shall be accompanied by an instrument of transfer thereof in form satisfactory to the Tender Agent executed in blank by the Holder thereof and with all signatures guaranteed by a participant in a signature guarantee program as provided by 12 C.F.R. 240.17(A)(d)-15. The Tender Agent may refuse to accept delivery of any Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the Purchase Price of such Bond until a satisfactory instrument is delivered.

(E) The Tender Agent shall hold all Bonds delivered for purchase pursuant to this Section 304 of the Indenture in trust for the benefit of the Holders thereof until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Holders, and thereafter shall deliver such Bonds to the purchasers thereof. All amounts received by the Trustee from a drawing under a Credit Facility for the purchase of Bonds shall be transferred immediately to the Tender Agent. The Tender Agent shall also hold all such amounts from a drawing under a Credit Facility that the Tender Agent shall have received from the Trustee in a separate and segregated account pending payment of the Purchase Price of Bonds as set forth in Section 306 of the Indenture and neither the Issuer, the Hospital,

any Affiliate of the Issuer, nor any Insider of any of them shall have any right to take, control or receive the moneys and investments therein.

(F) IN THE EVENT OF A FAILURE BY AN OWNER OF BONDS REQUIRED TO BE TENDERED TO DELIVER ITS BONDS ON OR PRIOR TO THE CONVERSION DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE ON OR SUBSEQUENT TO THE CONVERSION DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED BONDS, AND ANY SUCH UNDELIVERED BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THIS INDENTURE, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(G) No purchase of Bonds pursuant to Section 304 of the Indenture shall be deemed to be a payment or redemption of such Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

(Additional Security for the Bonds)

The Bonds are issued under and are equally and ratably secured by the Indenture. The Indenture grants the Trustee a first security interest in the Trust Revenues (as defined in the Indenture).

As security for payment of the principal of, premium, if any, and interest on the Bonds, the Issuer has assigned to the Trustee all of the Issuer's rights and remedies under the Loan Agreement (except the Unassigned Rights), including the right to receive payments and other amounts payable thereunder pursuant to a pledge and assignment dated as of October 1, 2017 (the "Pledge and Assignment") from the Issuer to the Trustee.

Reference is hereby made to the Indenture, the Loan Agreement, the Note, the Bond Purchase Agreement and the Pledge and Assignment and to all amendments and supplements thereto, for a description of the nature and extent of the security for the Bonds, the terms and conditions upon which the Bonds are issued and secured and the rights, duties and obligations of the Issuer, the Trustee, the Hospital, the Bank and the Bondholders. Copies of such documents are on file in the Office of the Trustee.

(General Provisions)

This Bond is transferable by the registered owner hereof or his duly authorized attorney upon surrender of this Bond to the Trustee, as Bond Registrar, at the Office of the Trustee, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, subject to such reasonable regulations as the Hospital, the Issuer or the Bond Registrar may prescribe, PROVIDED, THAT, IF MONEYS FOR THE MANDATORY PURCHASE OF THIS BOND HAVE BEEN DEPOSITED WITH THE TRUSTEE UNDER THE INDENTURE, THIS BOND SHALL NOT BE TRANSFERABLE TO ANYONE UNTIL DELIVERED TO THE TENDER AGENT. Upon any such transfer, a new Bond or Bonds in the same aggregate principal amount will be issued to the transferee. No

service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Trustee may make a charge for transfer or exchange of Bonds sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any new Bond shall be delivered.

Except as set forth in this Bond and as otherwise provided in the Indenture, the person in whose name this Bond is registered shall be deemed the owner hereof for all purposes, and payment of or on account of the principal of, or premium, if any, or interest on, this Bond shall be made only to or upon the order of the registered owner hereof or his duly authorized legal representative, and the Issuer, the Hospital, any Paying Agents, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Trustee shall not be affected by any notice to the contrary. Such registration may be changed only as provided in this Bond and in the Indenture, and no other notice to the Issuer or the Trustee shall affect the rights or obligations with respect to the transference of a Bond or be effective to transfer any Bond. All payments to the Person in whose name any Bond shall be registered shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM PAYMENTS MADE BY THE HOSPITAL UNDER THE LOAN AGREEMENT, MONIES AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE, AND THE SECURITY PROVIDED BY THE PLEDGE AND ASSIGNMENT.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

The Indenture permits certain amendments or supplements to the Loan Agreement, the Indenture and the other Financing Documents not prejudicial to the Bondholders to be made without the consent of or notice to the Bondholders, and other amendments or supplements thereto to be made with the consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an Event of Default as provided in the Indenture.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PRICE OF OR THE INTEREST ON THIS BOND OR FOR ANY CLAIM BASED HEREON OR ON THE INDENTURE, AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, DIRECTOR, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR OF ANY PREDECESSOR OR SUCCESSOR CORPORATION, EITHER DIRECTLY OR THROUGH THE ISSUER OR OTHERWISE, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY, OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE HEREOF, EXPRESSLY WAIVED AND RELEASED.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication of the Trustee shall be endorsed hereon.

THE BONDS DO NOT CONSTITUTE AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR ESSEX COUNTY, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR ESSEX COUNTY, NEW YORK SHALL BE LIABLE THEREON. THE BONDS DO NOT GIVE RISE TO A PECUNIARY LIABILITY OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OF NEW YORK, ESSEX COUNTY, NEW YORK.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture, and the issuance of this Bond, do exist, have happened and have been performed in the time, form and manner as required by law, and that the issuance of the Bonds does not violate any constitutional or statutory limitation.

[Balance of page left blank]

IN WITNESS WHEREOF, Essex County Capital Resource Corporation has caused this Bond to be duly executed in its name by the manual or facsimile signature of its Chairman, Vice Chairman or Chief Executive Officer, attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Dated Date identified above.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

ATTEST:



Secretary

By:  Chairman

(Form of Certificate of Authentication)

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Officer

October 5, 2017
Date of Authentication

[Form of Assignment for Transfer]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto (please insert name, address and social security or tax identification number of assignee): _____ the within Bond and does hereby irrevocably constitute and appoint _____ to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) on this assignment must correspond with the name(s) as it (they) appear(s) on the face of the within Bond in every particular.

In the presence of:

SCHEDULE I

Bond Debt Service
Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)

Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/5/2017					
11/1/2017			19,965.83	19,965.83	
12/1/2017			23,037.50	23,037.50	
12/31/2017			-	-	43,003.33
1/1/2018			23,037.50	23,037.50	
2/1/2018			23,037.50	23,037.50	
3/1/2018			23,037.50	23,037.50	
4/1/2018			23,037.50	23,037.50	
5/1/2018			23,037.50	23,037.50	
6/1/2018			23,037.50	23,037.50	
7/1/2018			23,037.50	23,037.50	
8/1/2018			23,037.50	23,037.50	
9/1/2018			23,037.50	23,037.50	
10/1/2018			23,037.50	23,037.50	
11/1/2018			23,037.50	23,037.50	
12/1/2018			23,037.50	23,037.50	
12/31/2018			-	-	276,450.00
1/1/2019			23,037.50	23,037.50	
2/1/2019			23,037.50	23,037.50	
3/1/2019			23,037.50	23,037.50	
4/1/2019			23,037.50	23,037.50	
5/1/2019			23,037.50	23,037.50	
6/1/2019			23,037.50	23,037.50	
7/1/2019			23,037.50	23,037.50	
8/1/2019			23,037.50	23,037.50	
9/1/2019			23,037.50	23,037.50	
10/1/2019			23,037.50	23,037.50	
11/1/2019	22,000	2.910%	23,037.50	45,037.50	
12/1/2019	22,000	2.910%	22,984.15	44,984.15	
12/31/2019			-	-	320,396.65
1/1/2020	22,000	2.910%	22,930.80	44,930.80	
2/1/2020	22,000	2.910%	22,877.45	44,877.45	
3/1/2020	22,000	2.910%	22,824.10	44,824.10	
4/1/2020	22,000	2.910%	22,770.75	44,770.75	
5/1/2020	22,000	2.910%	22,717.40	44,717.40	
6/1/2020	22,000	2.910%	22,664.05	44,664.05	
7/1/2020	22,000	2.910%	22,610.70	44,610.70	
8/1/2020	22,000	2.910%	22,557.35	44,557.35	
9/1/2020	22,000	2.910%	22,504.00	44,504.00	

10/1/2020	22,000	2.910%	22,450.65	44,450.65	
11/1/2020	22,000	2.910%	22,397.30	44,397.30	
12/1/2020	22,000	2.910%	22,343.95	44,343.95	
12/31/2020					535,648.50
1/1/2021	22,000	2.910%	22,290.60	44,290.60	
2/1/2021	22,000	2.910%	22,237.25	44,237.25	
3/1/2021	22,000	2.910%	22,183.90	44,183.90	
4/1/2021	22,000	2.910%	22,130.55	44,130.55	
5/1/2021	23,000	2.910%	22,077.20	45,077.20	
6/1/2021	23,000	2.910%	22,021.43	45,021.43	
7/1/2021	23,000	2.910%	21,965.65	44,965.65	
8/1/2021	23,000	2.910%	21,909.88	44,909.88	
9/1/2021	23,000	2.910%	21,854.10	44,854.10	
10/1/2021	23,000	2.910%	21,798.33	44,798.33	
11/1/2021	23,000	2.910%	21,742.55	44,742.55	
12/1/2021	23,000	2.910%	21,686.78	44,686.78	
12/31/2021					535,898.22
1/1/2022	23,000	2.910%	21,631.00	44,631.00	
2/1/2022	23,000	2.910%	21,575.23	44,575.23	
3/1/2022	23,000	2.910%	21,519.45	44,519.45	
4/1/2022	23,000	2.910%	21,463.68	44,463.68	
5/1/2022	23,000	2.910%	21,407.90	44,407.90	
6/1/2022	23,000	2.910%	21,352.13	44,352.13	
7/1/2022	23,000	2.910%	21,296.35	44,296.35	
8/1/2022	23,000	2.910%	21,240.58	44,240.58	
9/1/2022	23,000	2.910%	21,184.80	44,184.80	
10/1/2022	23,000	2.910%	21,129.03	44,129.03	
11/1/2022	24,000	2.910%	21,073.25	45,073.25	
12/1/2022	24,000	2.910%	21,015.05	45,015.05	
12/31/2022					533,888.45
1/1/2023	24,000	2.910%	20,956.85	44,956.85	
2/1/2023	24,000	2.910%	20,898.65	44,898.65	
3/1/2023	24,000	2.910%	20,840.45	44,840.45	
4/1/2023	24,000	2.910%	20,782.25	44,782.25	
5/1/2023	24,000	2.910%	20,724.05	44,724.05	
6/1/2023	24,000	2.910%	20,665.85	44,665.85	
7/1/2023	24,000	2.910%	20,607.65	44,607.65	
8/1/2023	24,000	2.910%	20,549.45	44,549.45	
9/1/2023	24,000	2.910%	20,491.25	44,491.25	
10/1/2023	24,000	2.910%	20,433.05	44,433.05	
11/1/2023	24,000	2.910%	20,374.85	44,374.85	
12/1/2023	24,000	2.910%	20,316.65	44,316.65	
12/31/2023					535,641.00
1/1/2024	24,000	2.910%	20,258.45	44,258.45	
2/1/2024	24,000	2.910%	20,200.25	44,200.25	
3/1/2024	24,000	2.910%	20,142.05	44,142.05	
4/1/2024	25,000	2.910%	20,083.85	45,083.85	
5/1/2024	25,000	2.910%	20,023.23	45,023.23	
6/1/2024	25,000	2.910%	19,962.60	44,962.60	
7/1/2024	25,000	2.910%	19,901.98	44,901.98	

8/1/2024	25,000	2.910%	19,841.35	44,841.35	
9/1/2024	25,000	2.910%	19,780.73	44,780.73	
10/1/2024	25,000	2.910%	19,720.10	44,720.10	
11/1/2024	25,000	2.910%	19,659.48	44,659.48	
12/1/2024	25,000	2.910%	19,598.85	44,598.85	
12/31/2024	-	-	-	-	536,172.92
1/1/2025	25,000	2.910%	19,538.23	44,538.23	
2/1/2025	25,000	2.910%	19,477.60	44,477.60	
3/1/2025	25,000	2.910%	19,416.98	44,416.98	
4/1/2025	25,000	2.910%	19,356.35	44,356.35	
5/1/2025	25,000	2.910%	19,295.73	44,295.73	
6/1/2025	25,000	2.910%	19,235.10	44,235.10	
7/1/2025	25,000	2.910%	19,174.48	44,174.48	
8/1/2025	25,000	2.910%	19,113.85	44,113.85	
9/1/2025	26,000	2.910%	19,053.23	45,053.23	
10/1/2025	26,000	2.910%	18,990.18	44,990.18	
11/1/2025	26,000	2.910%	18,927.13	44,927.13	
12/1/2025	26,000	2.910%	18,864.08	44,864.08	
12/31/2025	-	-	-	-	534,442.94
1/1/2026	26,000	2.910%	18,801.03	44,801.03	
2/1/2026	26,000	2.910%	18,737.98	44,737.98	
3/1/2026	26,000	2.910%	18,674.93	44,674.93	
4/1/2026	26,000	2.910%	18,611.88	44,611.88	
5/1/2026	26,000	2.910%	18,548.83	44,548.83	
6/1/2026	26,000	2.910%	18,485.78	44,485.78	
7/1/2026	26,000	2.910%	18,422.73	44,422.73	
8/1/2026	26,000	2.910%	18,359.68	44,359.68	
9/1/2026	26,000	2.910%	18,296.63	44,296.63	
10/1/2026	26,000	2.910%	18,233.58	44,233.58	
11/1/2026	26,000	2.910%	18,170.53	44,170.53	
12/1/2026	27,000	2.910%	18,107.48	45,107.48	
12/31/2026	-	-	-	-	534,451.06
1/1/2027	27,000	2.910%	18,042.00	45,042.00	
2/1/2027	27,000	2.910%	17,976.53	44,976.53	
3/1/2027	27,000	2.910%	17,911.05	44,911.05	
4/1/2027	27,000	2.910%	17,845.58	44,845.58	
5/1/2027	27,000	2.910%	17,780.10	44,780.10	
6/1/2027	27,000	2.910%	17,714.63	44,714.63	
7/1/2027	27,000	2.910%	17,649.15	44,649.15	
8/1/2027	27,000	2.910%	17,583.68	44,583.68	
9/1/2027	27,000	2.910%	17,518.20	44,518.20	
10/1/2027	27,000	2.910%	17,452.73	44,452.73	
11/1/2027	27,000	2.910%	17,387.25	44,387.25	
12/1/2027	27,000	2.910%	17,321.78	44,321.78	
12/31/2027	-	-	-	-	536,182.68
1/1/2028	27,000	2.910%	17,256.30	44,256.30	
2/1/2028	27,000	2.910%	17,190.83	44,190.83	
3/1/2028	27,000	2.910%	17,125.35	44,125.35	
4/1/2028	28,000	2.910%	17,059.88	45,059.88	
5/1/2028	28,000	2.910%	16,991.98	44,991.98	

6/1/2028	28,000	2.910%	16,924.08	44,924.08	
7/1/2028	28,000	2.910%	16,856.18	44,856.18	
8/1/2028	28,000	2.910%	16,788.28	44,788.28	
9/1/2028	28,000	2.910%	16,720.38	44,720.38	
10/1/2028	28,000	2.910%	16,652.48	44,652.48	
11/1/2028	28,000	2.910%	16,584.58	44,584.58	
12/1/2028	28,000	2.910%	16,516.68	44,516.68	
12/31/2028	-	-	-	-	535,667.00
1/1/2029	28,000	2.910%	16,448.78	44,448.78	
2/1/2029	28,000	2.910%	16,380.88	44,380.88	
3/1/2029	28,000	2.910%	16,312.98	44,312.98	
4/1/2029	28,000	2.910%	16,245.08	44,245.08	
5/1/2029	28,000	2.910%	16,177.18	44,177.18	
6/1/2029	29,000	2.910%	16,109.28	45,109.28	
7/1/2029	29,000	2.910%	16,038.95	45,038.95	
8/1/2029	29,000	2.910%	15,968.63	44,968.63	
9/1/2029	29,000	2.910%	15,898.30	44,898.30	
10/1/2029	29,000	2.910%	15,827.98	44,827.98	
11/1/2029	29,000	2.910%	15,757.65	44,757.65	
12/1/2029	29,000	2.910%	15,687.33	44,687.33	
12/31/2029	-	-	-	-	535,853.02
1/1/2030	29,000	2.910%	15,617.00	44,617.00	
2/1/2030	29,000	2.910%	15,546.68	44,546.68	
3/1/2030	29,000	2.910%	15,476.35	44,476.35	
4/1/2030	29,000	2.910%	15,406.03	44,406.03	
5/1/2030	29,000	2.910%	15,335.70	44,335.70	
6/1/2030	29,000	2.910%	15,265.38	44,265.38	
7/1/2030	29,000	2.910%	15,195.05	44,195.05	
8/1/2030	29,000	2.910%	15,124.73	44,124.73	
9/1/2030	30,000	2.910%	15,054.40	45,054.40	
10/1/2030	30,000	2.910%	14,981.65	44,981.65	
11/1/2030	30,000	2.910%	14,908.90	44,908.90	
12/1/2030	30,000	2.910%	14,836.15	44,836.15	
12/31/2030	-	-	-	-	534,748.02
1/1/2031	30,000	2.910%	14,763.40	44,763.40	
2/1/2031	30,000	2.910%	14,690.65	44,690.65	
3/1/2031	30,000	2.910%	14,617.90	44,617.90	
4/1/2031	30,000	2.910%	14,545.15	44,545.15	
5/1/2031	30,000	2.910%	14,472.40	44,472.40	
6/1/2031	30,000	2.910%	14,399.65	44,399.65	
7/1/2031	30,000	2.910%	14,326.90	44,326.90	
8/1/2031	30,000	2.910%	14,254.15	44,254.15	
9/1/2031	30,000	2.910%	14,181.40	44,181.40	
10/1/2031	31,000	2.910%	14,108.65	45,108.65	
11/1/2031	31,000	2.910%	14,033.48	45,033.48	
12/1/2031	31,000	2.910%	13,958.30	44,958.30	
12/31/2031	-	-	-	-	535,352.03
1/1/2032	31,000	2.910%	13,883.13	44,883.13	
2/1/2032	31,000	2.910%	13,807.95	44,807.95	
3/1/2032	31,000	2.910%	13,732.78	44,732.78	

4/1/2032	31,000	2.910%	13,657.60	44,657.60
5/1/2032	31,000	2.910%	13,582.43	44,582.43
6/1/2032	31,000	2.910%	13,507.25	44,507.25
7/1/2032	31,000	2.910%	13,432.08	44,432.08
8/1/2032	31,000	2.910%	13,356.90	44,356.90
9/1/2032	31,000	2.910%	13,281.73	44,281.73
10/1/2032	31,000	2.910%	13,206.55	44,206.55
11/1/2032	31,000	2.910%	13,131.38	44,131.38
12/1/2032	32,000	2.910%	13,056.20	45,056.20
12/31/2032	-	-	-	534,635.98
1/1/2033	32,000	2.910%	12,978.60	44,978.60
2/1/2033	32,000	2.910%	12,901.00	44,901.00
3/1/2033	32,000	2.910%	12,823.40	44,823.40
4/1/2033	32,000	2.910%	12,745.80	44,745.80
5/1/2033	32,000	2.910%	12,668.20	44,668.20
6/1/2033	32,000	2.910%	12,590.60	44,590.60
7/1/2033	32,000	2.910%	12,513.00	44,513.00
8/1/2033	32,000	2.910%	12,435.40	44,435.40
9/1/2033	32,000	2.910%	12,357.80	44,357.80
10/1/2033	32,000	2.910%	12,280.20	44,280.20
11/1/2033	32,000	2.910%	12,202.60	44,202.60
12/1/2033	32,000	2.910%	12,125.00	44,125.00
12/31/2033	-	-	-	534,621.60
1/1/2034	33,000	2.910%	12,047.40	45,047.40
2/1/2034	33,000	2.910%	11,967.38	44,967.38
3/1/2034	33,000	2.910%	11,887.35	44,887.35
4/1/2034	33,000	2.910%	11,807.33	44,807.33
5/1/2034	33,000	2.910%	11,727.30	44,727.30
6/1/2034	33,000	2.910%	11,647.28	44,647.28
7/1/2034	33,000	2.910%	11,567.25	44,567.25
8/1/2034	33,000	2.910%	11,487.23	44,487.23
9/1/2034	33,000	2.910%	11,407.20	44,407.20
10/1/2034	33,000	2.910%	11,327.18	44,327.18
11/1/2034	33,000	2.910%	11,247.15	44,247.15
12/1/2034	33,000	2.910%	11,167.13	44,167.13
12/31/2034	-	-	-	535,287.18
1/1/2035	34,000	2.910%	11,087.10	45,087.10
2/1/2035	34,000	2.910%	11,004.65	45,004.65
3/1/2035	34,000	2.910%	10,922.20	44,922.20
4/1/2035	34,000	2.910%	10,839.75	44,839.75
5/1/2035	34,000	2.910%	10,757.30	44,757.30
6/1/2035	34,000	2.910%	10,674.85	44,674.85
7/1/2035	34,000	2.910%	10,592.40	44,592.40
8/1/2035	34,000	2.910%	10,509.95	44,509.95
9/1/2035	34,000	2.910%	10,427.50	44,427.50
10/1/2035	34,000	2.910%	10,345.05	44,345.05
11/1/2035	34,000	2.910%	10,262.60	44,262.60
12/1/2035	34,000	2.910%	10,180.15	44,180.15
12/31/2035	-	-	-	535,603.50
1/1/2036	35,000	2.910%	10,097.70	45,097.70

2/1/2036	35,000	2.910%	10,012.83	45,012.83	-
3/1/2036	35,000	2.910%	9,927.95	44,927.95	-
4/1/2036	35,000	2.910%	9,843.08	44,843.08	-
5/1/2036	35,000	2.910%	9,758.20	44,758.20	-
6/1/2036	35,000	2.910%	9,673.33	44,673.33	-
7/1/2036	35,000	2.910%	9,588.45	44,588.45	-
8/1/2036	35,000	2.910%	9,503.58	44,503.58	-
9/1/2036	35,000	2.910%	9,418.70	44,418.70	-
10/1/2036	35,000	2.910%	9,333.83	44,333.83	-
11/1/2036	35,000	2.910%	9,248.95	44,248.95	-
12/1/2036	35,000	2.910%	9,164.08	44,164.08	-
12/31/2036	-	-	-	-	535,570.68
1/1/2037	36,000	2.910%	9,079.20	45,079.20	-
2/1/2037	36,000	2.910%	8,991.90	44,991.90	-
3/1/2037	36,000	2.910%	8,904.60	44,904.60	-
4/1/2037	36,000	2.910%	8,817.30	44,817.30	-
5/1/2037	36,000	2.910%	8,730.00	44,730.00	-
6/1/2037	36,000	2.910%	8,642.70	44,642.70	-
7/1/2037	36,000	2.910%	8,555.40	44,555.40	-
8/1/2037	36,000	2.910%	8,468.10	44,468.10	-
9/1/2037	36,000	2.910%	8,380.80	44,380.80	-
10/1/2037	36,000	2.910%	8,293.50	44,293.50	-
11/1/2037	36,000	2.910%	8,206.20	44,206.20	-
12/1/2037	36,000	2.910%	8,118.90	44,118.90	-
12/31/2037	-	-	-	-	535,188.60
1/1/2038	37,000	2.910%	8,031.60	45,031.60	-
2/1/2038	37,000	2.910%	7,941.88	44,941.88	-
3/1/2038	37,000	2.910%	7,852.15	44,852.15	-
4/1/2038	37,000	2.910%	7,762.43	44,762.43	-
5/1/2038	37,000	2.910%	7,672.70	44,672.70	-
6/1/2038	37,000	2.910%	7,582.98	44,582.98	-
7/1/2038	37,000	2.910%	7,493.25	44,493.25	-
8/1/2038	37,000	2.910%	7,403.53	44,403.53	-
9/1/2038	37,000	2.910%	7,313.80	44,313.80	-
10/1/2038	37,000	2.910%	7,224.08	44,224.08	-
11/1/2038	37,000	2.910%	7,134.35	44,134.35	-
12/1/2038	38,000	2.910%	7,044.63	45,044.63	-
12/31/2038	-	-	-	-	535,457.38
1/1/2039	38,000	2.910%	6,952.48	44,952.48	-
2/1/2039	38,000	2.910%	6,860.33	44,860.33	-
3/1/2039	38,000	2.910%	6,768.18	44,768.18	-
4/1/2039	38,000	2.910%	6,676.03	44,676.03	-
5/1/2039	38,000	2.910%	6,583.88	44,583.88	-
6/1/2039	38,000	2.910%	6,491.73	44,491.73	-
7/1/2039	38,000	2.910%	6,399.58	44,399.58	-
8/1/2039	38,000	2.910%	6,307.43	44,307.43	-
9/1/2039	38,000	2.910%	6,215.28	44,215.28	-
10/1/2039	38,000	2.910%	6,123.13	44,123.13	-
11/1/2039	39,000	2.910%	6,030.98	45,030.98	-
12/1/2039	39,000	2.910%	5,936.40	44,936.40	-

12/31/2039	-	-	-	-	535,345.43	-
1/1/2040	39,000	2.910%	5,841.83	44,841.83	-	-
2/1/2040	39,000	2.910%	5,747.25	44,747.25	-	-
3/1/2040	39,000	2.910%	5,652.68	44,652.68	-	-
4/1/2040	39,000	2.910%	5,558.10	44,558.10	-	-
5/1/2040	39,000	2.910%	5,463.53	44,463.53	-	-
6/1/2040	39,000	2.910%	5,368.95	44,368.95	-	-
7/1/2040	39,000	2.910%	5,274.38	44,274.38	-	-
8/1/2040	39,000	2.910%	5,179.80	44,179.80	-	-
9/1/2040	40,000	2.910%	5,085.23	45,085.23	-	-
10/1/2040	40,000	2.910%	4,988.23	44,988.23	-	-
11/1/2040	40,000	2.910%	4,891.23	44,891.23	-	-
12/1/2040	40,000	2.910%	4,794.23	44,794.23	-	-
12/31/2040	-	-	-	-	535,845.44	-
1/1/2041	40,000	2.910%	4,697.23	44,697.23	-	-
2/1/2041	40,000	2.910%	4,600.23	44,600.23	-	-
3/1/2041	40,000	2.910%	4,503.23	44,503.23	-	-
4/1/2041	40,000	2.910%	4,406.23	44,406.23	-	-
5/1/2041	40,000	2.910%	4,309.23	44,309.23	-	-
6/1/2041	40,000	2.910%	4,212.23	44,212.23	-	-
7/1/2041	40,000	2.910%	4,115.23	44,115.23	-	-
8/1/2041	41,000	2.910%	4,018.23	45,018.23	-	-
9/1/2041	41,000	2.910%	3,918.80	44,918.80	-	-
10/1/2041	41,000	2.910%	3,819.38	44,819.38	-	-
11/1/2041	41,000	2.910%	3,719.95	44,719.95	-	-
12/1/2041	41,000	2.910%	3,620.53	44,620.53	-	-
12/31/2041	-	-	-	-	534,940.50	-
1/1/2042	41,000	2.910%	3,521.10	44,521.10	-	-
2/1/2042	41,000	2.910%	3,421.68	44,421.68	-	-
3/1/2042	41,000	2.910%	3,322.25	44,322.25	-	-
4/1/2042	41,000	2.910%	3,222.83	44,222.83	-	-
5/1/2042	41,000	2.910%	3,123.40	44,123.40	-	-
6/1/2042	42,000	2.910%	3,023.98	45,023.98	-	-
7/1/2042	42,000	2.910%	2,922.13	44,922.13	-	-
8/1/2042	42,000	2.910%	2,820.28	44,820.28	-	-
9/1/2042	42,000	2.910%	2,718.43	44,718.43	-	-
10/1/2042	42,000	2.910%	2,616.58	44,616.58	-	-
11/1/2042	42,000	2.910%	2,514.73	44,514.73	-	-
12/1/2042	42,000	2.910%	2,412.88	44,412.88	-	-
12/31/2042	-	-	-	-	534,640.27	-
1/1/2043	42,000	2.910%	2,311.03	44,311.03	-	-
2/1/2043	42,000	2.910%	2,209.18	44,209.18	-	-
3/1/2043	42,000	2.910%	2,107.33	44,107.33	-	-
4/1/2043	43,000	2.910%	2,005.48	45,005.48	-	-
5/1/2043	43,000	2.910%	1,901.20	44,901.20	-	-
6/1/2043	43,000	2.910%	1,796.93	44,796.93	-	-
7/1/2043	43,000	2.910%	1,692.65	44,692.65	-	-
8/1/2043	43,000	2.910%	1,588.38	44,588.38	-	-
9/1/2043	43,000	2.910%	1,484.10	44,484.10	-	-
10/1/2043	43,000	2.910%	1,379.83	44,379.83	-	-

11/1/2043	43,000	2.910%	1,275.55	44,275.55	-
12/1/2043	43,000	2.910%	1,171.28	44,171.28	-
12/31/2043	-	-	-	-	533,922.94
1/1/2044	44,000	2.910%	1,067.00	45,067.00	-
2/1/2044	44,000	2.910%	960.30	44,960.30	-
3/1/2044	44,000	2.910%	853.60	44,853.60	-
4/1/2044	44,000	2.910%	746.90	44,746.90	-
5/1/2044	44,000	2.910%	640.20	44,640.20	-
6/1/2044	44,000	2.910%	533.50	44,533.50	-
7/1/2044	44,000	2.910%	426.80	44,426.80	-
8/1/2044	44,000	2.910%	320.10	44,320.10	-
9/1/2044	44,000	2.910%	213.40	44,213.40	-
10/1/2044	44,000	2.910%	106.70	44,106.70	-
12/31/2044	-	-	-	-	445,868.50
	9,500,000		4,430,723.82	13,930,723.82	13,930,723.82

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

AND

ADIRONDACK MEDICAL CENTER

LOAN AGREEMENT

DATED AS OF OCTOBER 1, 2017

CERTAIN RIGHTS OF THE ESSEX COUNTY CIVIC DEVELOPMENT CORPORATION (THE "ISSUER") UNDER THIS LOAN AGREEMENT AND CERTAIN MONEYS DUE AND TO BECOME DUE TO THE ISSUER HEREUNDER, HAVE BEEN ASSIGNED TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), PURSUANT TO A PLEDGE AND ASSIGNMENT DATED AS OF OCTOBER 1, 2017 FROM THE ISSUER TO THE TRUSTEE.

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	3
SECTION 1.1.	DEFINITIONS	3
SECTION 1.2.	INTERPRETATION	3
ARTICLE II	REPRESENTATIONS, WARRANTIES AND COVENANTS	4
SECTION 2.1.	REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER	4
SECTION 2.2.	REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL	5
SECTION 2.3.	COVENANT WITH TRUSTEE, BONDHOLDERS, AND BANK.....	7
ARTICLE III	USE OF THE PROJECT FACILITY	8
SECTION 3.1.	USE OF THE PROJECT FACILITY	8
SECTION 3.2.	HAZARDOUS MATERIALS	8
ARTICLE IV	UNDERTAKING AND COMPLETION OF THE PROJECT ISSUANCE OF INITIAL BONDS; USE OF BOND PROCEEDS.....	10
SECTION 4.1.	ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND INSTALLATION OF THE PROJECT FACILITY	10
SECTION 4.2.	ISSUANCE OF THE INITIAL BONDS.....	10
SECTION 4.3.	APPLICATION OF BOND PROCEEDS	11
SECTION 4.4.	COMPLETION OF THE PROJECT	12
SECTION 4.5.	COMPLETION BY THE HOSPITAL	12
SECTION 4.6.	REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES.....	12
SECTION 4.7.	INVESTMENT OF FUND MONEYS	13
SECTION 4.8.	REBATE FUND	13
ARTICLE V	LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE	14
SECTION 5.1.	LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE	14
SECTION 5.2.	NATURE OF OBLIGATIONS OF THE HOSPITAL HEREUNDER.....	16
SECTION 5.3.	PREPAYMENT OF LOAN PAYMENTS	17
SECTION 5.4.	THE CREDIT FACILITY	17
ARTICLE VI	MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE.....	18
SECTION 6.1.	MAINTENANCE AND MODIFICATION OF THE PROJECT FACILITY	18
SECTION 6.2.	INSURANCE REQUIRED	18
SECTION 6.3.	ADDITIONAL PROVISIONS RESPECTING INSURANCE.....	19
SECTION 6.4.	APPLICATION OF NET PROCEEDS OF INSURANCE.....	20
SECTION 6.5.	TAXES, ASSESSMENTS AND UTILITY CHARGES.....	20
ARTICLE VII	DAMAGE, DESTRUCTION AND CONDEMNATION.....	21
SECTION 7.1.	DAMAGE OR DESTRUCTION	21
SECTION 7.2.	CONDEMNATION.....	22

SECTION 7.3.	ADDITIONS TO THE PROJECT FACILITY	24
ARTICLE VIII	SPECIAL COVENANTS	25
SECTION 8.1.	HOLD HARMLESS PROVISIONS	25
SECTION 8.2.	HOSPITAL NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED	26
SECTION 8.3.	AGREEMENT TO PROVIDE INFORMATION	26
SECTION 8.4.	BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES	26
SECTION 8.5.	PERFORMANCE OF HOSPITAL'S OBLIGATIONS	27
SECTION 8.6.	COVENANT AGAINST ARBITRAGE BONDS	27
SECTION 8.7.	COMPLIANCE WITH APPLICABLE LAWS	27
SECTION 8.8.	DISCHARGE OF LIENS AND ENCUMBRANCES	28
SECTION 8.9.	APPROVAL OF AND COMPLIANCE WITH INDENTURE	28
SECTION 8.10.	RELIGIOUS USE OF THE PROJECT FACILITY	28
ARTICLE IX	ASSIGNMENTS; MERGER OF THE ISSUER	30
SECTION 9.1.	ASSIGNMENT OF LOAN AGREEMENT	30
SECTION 9.2.	PLEDGE AND ASSIGNMENT OF ISSUER'S INTERESTS TO TRUSTEE	30
SECTION 9.3.	MERGER OF THE ISSUER	30
SECTION 9.4.	SALE OR LEASE OF THE PROJECT FACILITY	30
ARTICLE X	EVENTS OF DEFAULT AND REMEDIES	32
SECTION 10.1.	EVENTS OF DEFAULT DEFINED	32
SECTION 10.2.	REMEDIES ON DEFAULT	34
SECTION 10.3.	REMEDIES CUMULATIVE	34
SECTION 10.4.	AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES	34
SECTION 10.5.	NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER	35
ARTICLE XI	MISCELLANEOUS	36
SECTION 11.1.	NOTICES	36
SECTION 11.2.	BINDING EFFECT	37
SECTION 11.3.	SEVERABILITY	37
SECTION 11.4.	AMENDMENT	37
SECTION 11.5.	EXECUTION OF COUNTERPARTS	37
SECTION 11.6.	APPLICABLE LAW	37
SECTION 11.7.	SURVIVAL OF OBLIGATIONS	37
SECTION 11.8.	TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING	37
SECTION 11.9.	NO RECOURSE; SPECIAL OBLIGATION	38

LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of October 1, 2017 (the "Loan Agreement") by and between ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the "Issuer"), a not-for-profit local development corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 7566 Court Street, Elizabethtown, New York, and ADIRONDACK MEDICAL CENTER, a not-for-profit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 2233 State Route 86, P.O. Box 471, Saranac Lake, New York 12983 (the "Hospital");

WITNESSETH:

WHEREAS, the Issuer was created, pursuant to and in accordance with the provisions of Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "Act") and established as a not-for-profit local development corporation of the State for the purposes of, among other things, relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding Essex County, New York (the "County") by attracting new industry to, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, in June, 2016, Adirondack Medical Center (the "Hospital"), a New York not-for-profit corporation, presented an application (the "Application") to the Issuer, which Application requested that the Issuer, consider issuing the Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project Facility), Series 2017A in the aggregate principal amount not to exceed \$10,500,000 (the "Bonds") to finance a project for the benefit of the Hospital consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Village of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility") (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project" and clauses (i) and (ii) hereinafter collectively referred to as the "Project Facility"); and (B) the funding of a debt service reserve fund, if any, to secure the Series 2017A Bonds; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Secretary of the Issuer (A) caused notice of a public hearing of the Issuer (the "Public Hearing") to hear all persons interested in the Project Facility to be published on September 4, 2017 in the Press Republican, a newspaper of general circulation available to residents of the Town of North Elba, New York, (B) conducted the Public Hearing on September 18, 2017, at 1:00 p.m., local time in the offices of the Issuer located at 7566 Court Street,

Elizabethtown, New York and (C) prepared a report of the Public Hearing which fairly summarizes the views presented at said public hearing and distributed same to the directors of the Issuer and to the Essex County Board of Supervisors (the "County Board of Supervisors"); and

WHEREAS, by resolution adopted on October 2, 2017 (the "Public Approval"), the County Board of Supervisors approved the issuance of the Series 2017A Bonds for purposes of Section 147(f) of the Code; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQRA Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations", and collectively with the SEQRA Act, "SEQRA"), by resolution adopted by the directors of the Issuer on September 18, 2017 (the "SEQRA Resolution"), the Issuer: (A) reviewed the Application, (B) determined that the Project Facility constituted an "Unlisted Action" under SEQRA, (C) relying on the findings and determination of the Village of Lake Placid/Town of North Elba Review Board as "lead agency" determined that the Project Facility would not have a "significant adverse environmental impact on the environment" and therefore that an environmental impact statement would not be prepared with respect to the Project Facility, and (D) issued a "negative declaration" with respect to the Project Facility (as such quoted terms are used in SEQRA); and

WHEREAS, by further resolution adopted by the directors of the Issuer on August 31, 2017 (the "Inducement Resolution"), the directors of the Issuer agreed, subject to numerous conditions, including satisfaction of the requirements of SEQRA, to accept the Application and enter into a preliminary agreement (the "Preliminary Agreement") relating to the Project Facility; and

WHEREAS, the Issuer will now issue the Initial Bonds for the purpose of financing a portion of the costs of the Project. The Initial Bonds are to be issued under a resolution adopted by the directors of the Issuer on September 18, 2017 (the "Bond Resolution") and a Trust Indenture dated as of October 1, 2017 (the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee") in order to finance (i) a portion of the cost of the Project Facility, and (ii) certain expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, all things necessary to constitute this Loan Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Loan Agreement have in all respects been duly authorized by the Issuer and the Hospital;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. Capitalized words and terms used in this Loan Agreement not otherwise defined shall have the respective meanings set forth in Article I of the Trust Indenture dated as of October 1, 2017 (as amended or supplemented from time to time, the “Indenture”) among the Issuer and U.S. Bank National Association, as trustee (the “Trustee”).

All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles then in effect.

SECTION 1.2. INTERPRETATION. In this Loan Agreement, unless the context otherwise requires:

(A) The terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar terms as used in this Loan Agreement, refer to this Loan Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Loan Agreement.

(B) Words of masculine gender shall mean and include correlative words of feminine and neuter genders.

(C) Unless the context shall otherwise indicate, words importing the singular number shall mean and include the plural number, and vice versa.

(D) Any headings preceding the texts of the several Articles and Sections of this Loan Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Loan Agreement nor affect its meaning, construction or effect.

(E) Any certificates, letters or opinions required to be given pursuant to this Loan Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Loan Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER. The Issuer makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Issuer is duly established under the provisions of the Act and has the power to enter into this Loan Agreement and to carry out its obligations hereunder. By proper official action, the Issuer has been duly authorized to execute, deliver and perform this Loan Agreement and the other Financing Documents to which the Issuer is a party.

(B) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of the other Financing Documents by the Issuer will conflict with or result in a breach by the Issuer of any of the terms, conditions or provisions of the Act, the by-laws of the Issuer or any order, judgment, restriction, agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or will constitute a default by the Issuer under any of the foregoing.

(C) Subject to the limitations contained in Section 11.9 hereof, so long as the Bonds shall be Outstanding, the Issuer will not take any action (or omit to take any action required by the Financing Documents or which the Trustee or the Hospital, together with Bond Counsel, advise the Issuer in writing should be taken) or allow any action to be taken, which action (or omission) would in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided in the Financing Documents.

(D) The Issuer shall cooperate with the Hospital in the filing by the Hospital, as agent of the Issuer, of such returns and other information with the Internal Revenue Service as the Trustee or the Hospital requests in writing, provided the Hospital shall bear all costs of preparing, gathering and/or filing such returns and other information. In addition, the Issuer, at the request of the Hospital, shall cooperate with the Hospital in the filing by the Hospital, as agent of the Issuer, of such returns and other information with the State and the County.

(E) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service that it is a bond issuer whose arbitrage certifications may not be relied upon.

(F) Subject to the limitations contained in Section 11.9 hereof, so long as the Bonds shall be Outstanding, the Issuer will not take any action (or omit to take any action required by the Financing Documents or which the Trustee or the Hospital, together with Bond Counsel, advise the Issuer in writing should be taken) or allow any action to be taken, which action (or omission) would in any way adversely affect the exclusion of the interest payable on any Bond from gross income for federal income tax purposes. Notwithstanding the foregoing, there shall be no such obligation upon the Issuer with respect to the use or investment of its administrative fee; provided, however, that if the Hospital is required to rebate any amount with respect to such administrative fee, the Issuer shall provide, upon the reasonable request of the Hospital, such

information concerning the investment of such administrative fee as shall be requested by the Hospital and as shall be reasonably available to the Issuer.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL. The Hospital makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Hospital is a not-for-profit corporation organized and existing under the laws of the State, is duly authorized to do business in the State, has the power to enter into this Loan Agreement and the other Financing Documents to which the Hospital is a party and to carry out its obligations hereunder and thereunder, has been duly authorized to execute this Loan Agreement and the other Financing Documents to which the Hospital is a party, and is qualified to do business in all jurisdictions in which its operations or ownership of Property so require. This Loan Agreement and the other Financing Documents to which the Hospital is a party, and the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of the Hospital's board of trustees.

(B) Neither the execution and delivery of this Loan Agreement or the other Financing Documents to which the Hospital is a party, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Loan Agreement or the other Financing Documents to which the Hospital is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or by-laws of the Hospital or any other corporate restriction or conflict with any material order, judgment, agreement or instrument to which the Hospital is a party or by which the Hospital is bound, or constitute a default under any of the foregoing, or (2) result in the creation or imposition of any Lien (except those not yet due and payable) of any nature upon any Property of the Hospital other than pursuant to the Financing Documents, including Permitted Encumbrances, or (3) require consent under (which has not been heretofore received) any corporate restriction or conflict with any agreement or instrument to which the Hospital is a party or by which the Hospital or any of its Property may be bound or affected, or (4) require consent under (which has not been heretofore received) or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Hospital or any of the Property of the Hospital, except as otherwise provided in Section 2.2(L) hereof.

(C) The Financing Documents to which the Hospital is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Hospital, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy laws, equitable remedies and specific performance.

(D) So long as any Bond shall be Outstanding and/or this Loan Agreement shall remain in effect, the Hospital will not take any action (or omit to take any action required by the Financing Documents or which the Trustee or the Issuer together with Bond Counsel, advise the Hospital in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) adversely affect the exclusion of the interest paid or payable on the Bonds

from gross income for federal income tax purposes, or (2) cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Financing Documents.

(E) The Hospital shall cause all notices required by all Applicable Laws to be given, and shall comply or cause compliance in all material respects with all Applicable Laws, and the Hospital will defend and save the Issuer and its officers, members, agents, directors and employees harmless from all fines and penalties due to failure to comply therewith. The portion of the Project Facility, which is subject to State Department of Health approval, has been approved by the New York State Department of Health under its Certificate of Need process.

(F) All proceeds of the Bonds shall be used to pay the Cost of the Project, and the total Cost of the Project is not expected to be less than \$19,700,000.

(G) The Hospital will comply with all of the terms, conditions and provisions of the Tax Certificate and Agreement. All of the representations, certifications, statements of reasonable expectation and covenants made by the Hospital in the Tax Certificate and Agreement are hereby declared to be for the benefit of, among others, the Issuer and, by this reference, are incorporated by this reference as though set forth in full herein.

(H) All proceeds of the Bonds shall be used to pay the Cost of the Project, and the total Cost of the Project, including all costs related to the issuance of the Bonds, shall not be less than the total Bond Proceeds advanced by the Trustee under the Indenture. In no event will "costs of issuance" (within the meaning of Section 147(g) of the Code) paid from the proceeds of the Bonds exceed two percent (2%) of the proceeds of the Bonds.

(I) The Hospital (1) is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is not a "private foundation," as such term is defined under Section 509(a) of the Code; (2) has received a letter or other notification from the Internal Revenue Service to that effect; (3) such letter or other notification has not been modified, limited or revoked; (4) is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (5) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist; and (6) is exempt from federal income taxes under Section 501(a) of the Code, except for payment of unrelated business income tax.

(J) The Hospital (1) shall not perform any act or enter into any agreement which shall adversely affect such federal income tax status and shall conduct its operations in the manner which will conform to the standards necessary to qualify the Hospital as a charitable organization within the meaning of Section 501(c)(3) of the Code or any successor provision of federal income tax law; and (2) shall not perform any act, enter into any agreement or use or permit the Project Facility to be used in a manner, or for any trade or business unrelated to the charitable purposes of the Hospital, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

(K) The Hospital (1) is an organization organized and operated (A) exclusively for educational or charitable purposes and (B) not for pecuniary profit; and (2) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within

the meaning, respectively, of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. The Hospital shall not perform any act or enter into any agreement which shall adversely affect such status as set forth in this Section 2.2.

(L) The Hospital has received approval for the Project Facility construction from the New York Department of Health. The Hospital has received certain project approvals for construction of the Project Facility from the Village of Lake Placid/Town of North Elba Review Board. Additional project approvals are required from such Review Board in order to complete the Project Facility. The Hospital shall receive such additional approvals from the said Review Board on or before January 1, 2019 for additional phases of construction of the Project Facility. In the event, the Hospital does not receive such approvals, the Hospital agrees, in furtherance of its obligations under the Tax Certificate and Agreement, to abandon such additional phase(s) of construction of the Project Facility and, provided that such additional phase(s) are material to the Project Facility, to provide notice to Trustee, with copies to the Issuer and the Initial Holder, to apply the proceeds of the Bonds held by the Trustee in the Project Fund to redeem the Bonds as provided in Section 301(A) of the Indenture. To the extent the proceeds in Project Fund are insufficient to provide for the redemption of all the Bonds then Outstanding as provided in the Indenture, the Hospital agrees to pay the amount of deficiency to the Trustee not later than thirty days after giving notice of the abandonment to the Trustee, which amount shall also be applied to the redemption of the Bonds as provided in this section.

(M) The Hospital warrants, represents covenants to the Issuer that (i) (a) it has good and marketable title to, and/or a valid leasehold interest in, the Project Facility and (b) it has good and marketable title to the Project Facility in each case, free and clear of liens and encumbrances, except Permitted Encumbrances, so as to permit it to have quiet enjoyment and use thereof for purposes hereof and the Hospital's programs and (ii) the Hospital has (or shall acquire) such rights of way, easements or other rights in land as may be reasonably necessary for ingress and egress to and from the Project Facility for proper operation and utilization of the Project Facility and for utilities required to serve the Project Facility, together with such rights of way, easements or other rights in, to and over land as may be necessary for construction, use and operation by the Hospital of the Project Facility.

SECTION 2.3. COVENANT WITH TRUSTEE, BONDHOLDERS AND BANK. The Issuer and the Hospital agree that this Loan Agreement is executed in part to induce the purchase of the Bonds. Accordingly, all representations, covenants and agreements on the part of the Issuer and the Hospital set forth in this Loan Agreement (other than the Unassigned Rights) are hereby declared to be for the benefit of the Issuer, the Trustee, the holders from time to time of the Bonds, including Compass Mortgage Corporation, as Initial Holder of the Bonds, and the Bank in the event a Credit Facility is issued to secure the Bonds.

ARTICLE III

USE OF THE PROJECT FACILITY

SECTION 3.1. USE OF THE PROJECT FACILITY. Subsequent to the Closing Date, (A) unless an Event of Default has occurred and is continuing, the Hospital shall have sole and exclusive possession and use of the Project Facility and (B) the Hospital shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Financing Documents, provided such use does not tend, in the reasonable judgment of the Issuer, to bring the Project Facility into disrepute as a public project; provided, further, however, that at no time shall any such use be other than as a hospital and uses related thereto, including, but not limited to, medical office buildings, nursing homes and other uses as the term “hospital” is defined under Article 28 of the Public Health Law of the State of New York (“PHL”), as amended, or be other than a Permitted Disposition, Permitted Encumbrance or a Permitted Lien (as such terms are defined in the Indenture or Master Indenture, as the case may be), without the prior written consent of the Issuer, the Initial Holder (during the Bank Loan Rate Period) and the Bank. Notwithstanding the foregoing, if there is an Event of Default, such shall not grant any right, license or authority to the Issuer, the Trustee or any other Person (other than the Hospital) to operate or use the Project Facility as a PHL Article 28 facility and during any Event of Default, the Hospital shall be entitled to the sole and exclusive possession and use of the Project Facility subject to applicable PHL Article 28 and the rules and regulations promulgated thereunder by the New York State Department of Health and other governmental bodies having jurisdiction over the Project Facility.

SECTION 3.2. HAZARDOUS MATERIALS.

(A) Except as to those matters disclosed in environmental reports provided to the Issuer, Initial Holder and Trustee by the Hospital with respect to the Project Facility, to the best of its knowledge, the Hospital represents, warrants and covenants that the Hospital has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of the Hospital’s knowledge, but without any investigation other than as stated herein, no prior owner of the Project Facility or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) Except in compliance with any Applicable Laws, the Hospital shall keep or cause the Project Facility to be kept free of Hazardous Materials. Without limiting the foregoing, the Hospital shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all material Applicable Laws, nor shall the Hospital cause or permit, as a result of any intentional or unintentional act or omission on the part of the Hospital, or any tenant or subtenant of the Hospital, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Hospital shall comply in all material respects with, and ensure compliance by all tenants and subtenants of the Hospital with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Hospital obtain and comply in all material respects with, any and all approvals, registrations or permits required thereunder.

(D) The Hospital shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (a) in accordance with all Applicable Laws, and (b) in accordance with the lawful orders and directives of all federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless the Issuer, the Bank, the Initial Holder (during the Bank Loan Rate Period) and the Trustee, and their respective employees, agents, officers, and directors and the Issuer, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (d) any violations of Applicable Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection (D) will be repaid immediately, with interest at the Default Interest Rate to accrue if not paid within thirty (30) days of receipt of an invoice therefor (with appropriate back-up documentation) establishing that such costs have been reasonably and properly incurred.

[Balance of page left blank]

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT; ISSUANCE OF INITIAL BONDS; USE OF BOND PROCEEDS

SECTION 4.1. ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND INSTALLATION OF THE PROJECT FACILITY.

(A) The Hospital shall, on behalf of the Issuer, promptly acquire, construct, reconstruct and install the Project Facility, or cause the acquisition, construction, reconstruction and installation of the Project Facility.

(B) The Hospital has given or will give or cause to be given all notices and has complied or will comply or cause compliance in all material respects with all Applicable Laws, and the Hospital will defend, indemnify and save the Issuer and the Trustee and their respective members, directors, officers, agents (other than the Hospital), servants and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Hospital.

(C) In compliance with Section 13 of the New York Lien Law to the extent to which that Section may be found to apply by its terms, the Hospital covenants that it (1) will hold the right to receive the Bond Proceeds, which have been deposited by the Issuer in a trust fund for the purpose of paying the Cost of the Project, as a trust fund to be applied first for the purpose of paying the "cost of improvement" (as said term is defined in Section 2(5) of the New York Lien Law), and (2) will apply the same first to the payment of the "cost of improvement" before using any part of the total of the same for any other purpose. The covenant in this subsection is not intended as a representation that this Loan Agreement or the Indenture is a "building loan contract", as defined in Section 2(13) of the New York Lien Law.

(D) The Hospital has complied or will comply or cause compliance in all material respects with all Applicable Laws with respect to the Project Facility, and the Hospital will defend, indemnify and save the Issuer and its officers, trustees, agents, servants and employees harmless from all fines and penalties due to failure to comply therewith.

SECTION 4.2. ISSUANCE OF THE INITIAL BONDS.

(A) In order to finance a portion of the Cost of the Project, together with other costs and incidental expenses in connection therewith, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Initial Bonds, as provided in the Indenture. **THE ISSUER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, THAT THE NET PROCEEDS OF THE INITIAL BONDS WILL BE SUFFICIENT TO PAY ALL COSTS TO COMPLETE THE PROJECT.**

(B) As provided in Section 214 of the Indenture, the Issuer, upon a request of the Hospital, may, but shall not be required to, issue Additional Bonds to provide moneys required for the cost of completing the Project in excess of the moneys in the applicable account in the Project Fund. Nothing contained herein or in the Indenture shall be construed as creating any

obligation upon the Issuer to issue Bonds for such purpose, it being the intent hereof to reserve to the Issuer full and complete discretion to decline to issue such Additional Bonds. The proceeds of any Additional Bonds shall be deposited and applied as specified in the supplemental indenture authorizing issuance of such Additional Bonds.

SECTION 4.3. APPLICATION OF BOND PROCEEDS.

(A) The Issuer will deposit, or cause to be deposited, the proceeds of the sale of the Initial Bonds with the Trustee as provided in the Indenture advanced by the Initial Holder pursuant to the Bond Purchase Agreement. Upon submission to the Trustee of a Request for Disbursement of the Hospital and complying with the requirements of Article IV of the Indenture, the Bond Proceeds shall be applied, in accordance with the Tax Certificate and Agreement, to pay the following items of cost and expenses in connection with the Project, and for no other purpose:

(1) all legal, accounting, financial advisory, consulting, investment banking, underwriting, rating agency, blue sky, legal investment and any other fees, discounts, costs and expenses incurred by the Issuer, the Hospital or the Trustee in connection with the preparation, reproduction, authorization, issuance, execution, delivery and sale of the Initial Bonds and the other Financing Documents and all other documents in connection therewith and with any other transaction contemplated by the Initial Bonds, the Indenture and this Loan Agreement;

(2) the administration, acceptance and/or commitment fees, costs and expenses (including, but not limited to, reasonable attorneys' fees) of the Issuer and the Trustee;

(3) the cost of preparing the plans and specifications as they relate to the Project Facility (including any preliminary study or planning for the Project Facility or any aspect thereof and all appraisal and surveying costs);

(4) all costs incurred in connection with the acquisition, construction and installation of the Project Facility, including governmental fees and the repayment of any interim financing obtained by the Hospital to pay costs of the Project prior to the issuance of the Bonds;

(5) all fees, taxes, charges and other expenses for recording or filing, as the case may be, the Financing Documents, any other agreement contemplated hereby, any financing statements and any title curative documents in order to perfect or protect the Issuer's, the Trustee's, the Initial Holder's or the Hospital's respective interests in the Project Facility, and any security interests contemplated by the Financing Documents;

(6) all fees and expenses in connection with any actions or proceedings in order to perfect or protect the Issuer's, the Trustee's or the Hospital's respective interests in the Project Facility, except for removing Permitted Encumbrances, Permitted Liens or Permitted Dispositions;

(7) the cost of all insurance maintained with respect to the Project Facility pursuant to Section 6.2 hereof and the cost of maintaining any payment or performance bond (or letter of credit in substitution therefor), if any, relating to the Project Facility;

(8) all interest payable on any interim financing the Hospital may have secured with respect to the Project Facility in anticipation of the issuance of the Bonds;

(9) all title insurance, appraisal and surveying costs;

(10) all other costs and expenses relating to the completion of the Project Facility or the issuance of Additional Bonds; and

(11) reimbursement to the Hospital for any of the above enumerated costs and expenses paid and incurred by the Hospital not more than sixty (60) days prior to the Inducement Date.

(B) Notwithstanding any provisions contained herein, the Trustee shall not be required to approve any Request for Disbursement that does not comply with the terms and conditions of the Indenture, and if there is any conflict between the terms of this Section 4.3 and the terms of the Indenture, the terms of the Indenture shall prevail.

SECTION 4.4. COMPLETION OF THE PROJECT. The Hospital will proceed with due diligence to complete the Project Facility. Completion of the same shall be evidenced by a certificate signed by an Authorized Representative of the Hospital delivered to the Issuer, the Trustee and the Initial Holder stating (A) the date of such completion, (B) that all costs and expenses in connection therewith have been paid, and (C) the applicable Rebate Amount (with a statement as to the determination of the Rebate Amount).

SECTION 4.5. COMPLETION BY THE HOSPITAL.

(A) In the event that the proceeds of the Bonds are not sufficient to pay in full all costs of the Project Facility, the Hospital agrees to pay all such sums as may be in excess of the moneys available therefor pursuant to the Indenture.

(B) No payment by the Hospital pursuant to this Section 4.5 shall entitle the Hospital to any reimbursement for any such expenditure from the Issuer or the Trustee or to any diminution or abatement of any amounts payable by the Hospital under this Loan Agreement or under any other Financing Document.

SECTION 4.6. REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction and installation of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Hospital may proceed, either separately or in conjunction with others, to exhaust the remedies of the Hospital against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Hospital may prosecute or defend any action or proceeding or take any other action involving any such contractor,

subcontractor, materialman or surety which the Hospital deems reasonably necessary. The Hospital shall advise the Issuer, the Trustee and the Bank (and the Initial Holder during the Bank Loan Rate Period) of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Hospital as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.6 that relate solely to the construction, equipping, repair or replacement of the Project Facility shall be used to the extent necessary to complete the Project Facility and then deposited in the Bond Fund and applied as provided in Section 301(A) of the Indenture.

SECTION 4.7. INVESTMENT OF FUND MONEYS. (A) At the oral (promptly confirmed in writing) or written request of the Authorized Representative of the Hospital, any moneys held as part of the Bond Fund, the Project Fund or the Rebate Fund shall be invested or reinvested by the Trustee in Authorized Investments. The Hospital hereby covenants that it will restrict the investment and reinvestment and the use of the proceeds of the Initial Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Initial Bonds, so that the Initial Bonds will not constitute arbitrage bonds under Section 148 of the Code.

(B) Any officer of the Issuer having responsibility for issuing the Initial Bonds is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee or agent of or consultant to the Issuer, or with the Hospital or any officer, employee or agent of or consultant to the Hospital, to give an appropriate certificate of the Issuer pursuant to said Section 148, for inclusion in the transcript of proceedings for the Initial Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Initial Bonds and the facts, estimates and circumstances on which those expectations are based, that certificate to be premised on the reasonable expectations and the facts, estimates and circumstances on which those expectations are based, as provided by the Hospital, all as of the date of delivery of and payment for the Initial Bonds. The Hospital shall provide the Issuer with, and the Issuer's certificate shall be based on, a certificate of an appropriate officer, employee or agent of or consultant to the Hospital setting forth the reasonable expectations of the Hospital on the date of delivery of and payment for the Initial Bonds regarding the amount and use of the proceeds of the Initial Bonds and the facts, estimates and circumstances on which they are based.

SECTION 4.8. REBATE FUND. The Hospital agrees to make such payments to the Trustee as are required of it under Section 407 of the Indenture and to pay the costs and expenses of the independent certified public accounting firm or firm of attorneys engaged in accordance with Section 407 of the Indenture. The obligation of the Hospital to make such payments shall remain in effect and be binding upon the Hospital notwithstanding the release and discharge of the Indenture.

[Balance of page left blank]

ARTICLE V

LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE

SECTION 5.1. LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE. (A) (1) The Hospital shall pay loan payments as follows: (1) while the Initial Bonds bear interest at the Bank Loan Rate or the Weekly Rate, on or before the first (1st) Business Day of each month, commencing on November 1, 2017 and on the first Business Day of each month thereafter until the Bonds are paid in full or while the Initial Bonds bear interest at the Semi-Annual Rate or the Long-Term Rate, on each March 1 and September 1, as applicable, until the Bonds are paid in full, the Hospital shall cause immediately available funds to be delivered to the Trustee (or directly to the Initial Holder during the Bank Loan Rate Period), in an amount equal to the amount due as interest on the Bonds on the next Interest Payment Date and (2) on the first Business Day of November following the Closing Date and while the Initial Bonds bear interest at the Bank Loan Rate or the Weekly Rate, on the first Business Day of each calendar month thereafter until the Bonds are paid in full or while the Bonds bear interest at the Semi-Annual Rate or the Long-Term Rate on each Principal Payment Date, according to the terms of the Bonds and the Indenture until the Bonds are paid in full, the Hospital shall cause immediately available funds to be delivered to the Trustee (or directly to the Initial Holder during the Bank Loan Rate Period), in an amount equal to the amount due as principal, premium, if any, and sinking fund payments, if any, on the Bonds on the next Bond Payment Date.

(2) Not later than 1:00 p.m. (New York time) on the date payment therefor is to be made, the Hospital shall pay to the Tender Agent in federal or other immediately available funds an amount equal to the amount the Tender Agent requires in order to purchase, on behalf of the Hospital, Bonds pursuant to Article III of the Indenture; provided, however, that the amount required to be paid under this paragraph (2) shall be reduced by an amount equal to the sum of the amounts made available to the Tender Agent for such purpose from the proceeds of the remarketing of such Bonds by the Remarketing Agent or proceeds of a draw under a Credit Facility. The Hospital hereby authorizes the Trustee to draw such moneys under a Credit Facility as are necessary for the purchase of Bonds pursuant to said Article III; provided, however, that the obligation of the Hospital to make any payment hereunder shall be deemed satisfied and discharged to the extent of the corresponding payment made by the Credit Facility Issuer to the Trustee under the Credit Facility and the reimbursement by the Hospital (or the Trustee with moneys provided by the Hospital) to the Credit Facility Issuer in full for such payment pursuant to the terms of the Reimbursement Agreement; provided further, however, that any payment by the Credit Facility Issuer to the Trustee under the Credit Facility will not relieve the Hospital of any of its obligations under the Reimbursement Agreement.

(B) The Hospital shall pay as additional loan payments hereunder any premium when due on the Bonds and the following:

(1) Within thirty (30) days after receipt of a demand therefor from the Trustee, the Hospital shall pay to the Trustee the following amounts: (a) the reasonable fees, costs and expenses of the Trustee for performing its obligations under the Indenture; (b) the sum of the expenses of the Trustee reasonably incurred in performing the obligations of (i) the Hospital under this Loan Agreement, or (ii) the Issuer under the

Bonds, the Indenture or this Loan Agreement; and (c) the Trustee's reasonable attorneys' fees incurred in connection with the foregoing and other moneys due the Trustee pursuant to the provisions of any of the Financing Documents.

(2) Within thirty (30) days after receipt of a demand therefor from the Issuer, the Hospital shall pay to the Issuer the sum of the reasonable expenses of the Issuer and the officers, members, agents and employees thereof incurred by reason of the Issuer's financing of the Project or in connection with the carrying out of the Issuer's duties and obligations under this Loan Agreement or any of the other Financing Documents, and any other fee, tax or expense of the Issuer with respect to the Bonds or any of the other Financing Documents or the administrative fee paid by the Hospital (including any state bond issuance charge or other assessment with respect to the issuance of the Bonds or payments made to the Issuer in accordance with the Financing Documents), the payment of which is not otherwise provided for under this Loan Agreement.

(3) Within five (5) days after request therefor made in writing, the Hospital shall pay any and all reasonable costs and expenses incurred or to be paid by the Issuer in connection with the issuance and delivery of the Bonds, the remarketing of the Bonds or the Conversion of the Bonds or otherwise related to actions taken by the Issuer under this Loan Agreement or the Indenture, the payment of which is not otherwise provided for under this Loan Agreement.

(4) Within five (5) days after request therefor made in writing, the Hospital shall pay (a) to the Trustee, the Registrar and any Paying Agent or Authenticating Agent, their reasonable fees, charges and expenses for acting as such under the Indenture and (b) to the Remarketing Agent and Tender Agent, the fees and expenses of the Remarketing Agent and Tender Agent under the Indenture for services rendered in connection with the Bonds.

(5) Within five (5) days after request therefor made in writing, the Hospital shall pay, to the extent it has not already done so pursuant to Section 5.1(A) hereof, to the Initial Holder during the Bank Loan Rate Period, any interest, principal, premium, if any, or other amount due and owing under or in connection with the Bonds, including, but not limited to, amounts owed as increased costs pursuant to Section 215 of the Indenture.

(C) The Hospital agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Hospital shall fail to make any payment required by this Section 5.1 for a period of more than ten (10) days from the date such payment is due, the Hospital shall pay the same, together with interest thereon, at the Default Interest Rate, from the date on which such payment was due until the date on which such payment is made, at which time the Default Interest Rate will no longer be incurred.

(D) In the event of an application of moneys in the Project Fund toward prepayment of the principal of the Bonds pursuant to Section 301(A) of the Indenture, there shall be no abatement or reduction in the amounts payable by the Hospital under this Section 5.1.

(E) The Hospital shall be entitled to a credit against the payments next required to be made under Section 5.1(A) hereof to the extent that the balance of the Bond Fund (other than any balance in the Credit Facility Account, Defeasance Account, Redemption Premium Account or Remarketing Proceeds Account) is then in excess of amounts required (1) for payment of Bonds theretofore matured or theretofore called for redemption, (2) for payment of interest for which checks or drafts have been drawn and mailed by the Trustee, and (3) for deposit in the Bond Fund for use other than for the payment of Debt Service Payments on the Interest Payment Date next following the applicable date such payments are due pursuant to Section 5.1(A) hereof. In any event, however, if on any Interest Payment Date, the balance in the Bond Fund is insufficient to make required payments of Debt Service Payments on the Bonds, the Hospital forthwith will pay to the Trustee, for the account of the Issuer and for deposit into the Bond Fund, any deficiency.

(F) Except for such interest of the Hospital as may hereafter arise pursuant to Section 411 of the Indenture, the Hospital and the Issuer each acknowledge that neither the Hospital nor the Issuer has any interest in the Credit Facility Account, the Redemption Premium Account, the Remarketing Proceeds Account or the Defeasance Account of the Bond Fund and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Holders and, to the extent of draws under a Credit Facility, the Bank.

SECTION 5.2. NATURE OF OBLIGATIONS OF THE HOSPITAL HEREUNDER. (A) The obligations of the Hospital to make the payments required by this Loan Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Hospital and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Hospital may otherwise have against the Issuer or the Trustee. The Hospital agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Loan Agreement, or terminate this Loan Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the acquisition or installation of the Project Facility, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Hospital's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Issuer to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement.

(B) Nothing contained in this Section 5.2 shall be construed to release the Issuer from the performance of any of the agreements on its part contained in this Loan Agreement, and, in the event the Issuer should fail to perform any such agreement, the Hospital may institute such action against the Issuer as the Hospital may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 11.9 hereof); provided, however, that the Hospital shall look solely to the Issuer's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Hospital for the collection of a judgment (or other judicial process) requiring the payment of money by the Issuer in the event of any liability on the part of the Issuer, and no other Property or assets of the Issuer or of the

directors, officers, agents or employees of the Issuer shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Hospital's remedies under or with respect to this Loan Agreement, the relationship of the Issuer and the Hospital hereunder or the Hospital's purchase of and title to the Project Facility, or any other liability of the Issuer to the Hospital.

SECTION 5.3. PREPAYMENT OF LOAN PAYMENTS. At any time that the Bonds are subject to redemption under Section 301 of the Indenture, the Hospital may, at its option, prepay, in whole or in part, the loan payments payable hereunder by either (A) causing there to be Available Moneys in an amount equal to the redemption price of, together with any premium due thereon, the Bonds being redeemed on deposit with the Trustee not less than thirty (30) days prior to the date such moneys are to be applied to the redemption of such Bonds under Section 301 of the Indenture or (B) if the Bonds are secured by a Letter of Credit, delivering to the Trustee notice of its election to cause the redemption of such Bonds, together with a written assurance from the related Bank that such Letter of Credit may be drawn upon to pay the Redemption Price of the Bonds being redeemed.

SECTION 5.4. THE CREDIT FACILITY.

(A) If, and when, required by the Indenture, the Hospital shall obtain and deliver, to the Trustee, a Credit Facility. Such Credit Facility: (1) shall be issued by a Bank pursuant to the related Reimbursement Agreement; (2) shall obligate the Bank to pay (a) an amount equal to the principal amount of the Outstanding Bonds (i) to pay the principal of the Outstanding Bonds when due whether at stated maturity, upon redemption or acceleration or (ii) to enable the Tender Agent to pay the purchase price or portion of the purchase price equal to the principal amount of Outstanding Bonds purchased pursuant to Section 304 of the Indenture to the extent remarketing proceeds are not available for such purpose, plus (b) an amount equal to 50 days' (or such shorter period as may be approved by the Rating Agency, if the Outstanding Bonds are then rated) during the Weekly Rate, or 210 days' (or such shorter periods as may be approved by the Rating Agency, if the Outstanding Bonds are then rated) during the Semi-Annual Rate or the Long-Term Rate, interest accrued on the Outstanding Initial Bonds at a rate of twelve percent (12%) per annum (i) to pay interest on the Initial Bonds when due or (ii) to enable the Tender Agent to pay the portion of the purchase price of the Initial Bonds purchased pursuant to Section 304 of the Indenture equal to the interest accrued, if any, on such Bonds to the extent remarketing proceeds are not available for such purpose.

(B) If, and when, required by the Indenture, the Hospital shall take whatever action may be reasonably necessary to maintain a Credit Facility in full force and effect during the period required by the Indenture, including the payment of any reasonable and documented transfer fees required by the related Bank upon any transfer of the Credit Facility to any successor Trustee pursuant to Section 709 of the Indenture. Notwithstanding anything to the contrary contained herein, during the Bank Loan Rate Period the Hospital shall not be required to maintain a Credit Facility and all references to the Bank and the Credit Facility during the Bank Loan Rate shall be of no force or effect.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE AND MODIFICATION OF THE PROJECT FACILITY. So long as any of the Bonds are Outstanding and during the term of this Loan Agreement, the Hospital shall (1) keep, or cause to be kept, the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, and (2) make, or cause to be made, all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen).

SECTION 6.2. INSURANCE REQUIRED. So long as any Bond is Outstanding and/or during the term of this Loan Agreement, the Hospital shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) (1) Prior to commencement of construction and during and prior to completion of the Project Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition and installation of the Project Facility, issued to the Hospital as insured and the Issuer and the Trustee and the Initial Holder as security holders and loss payees, as their interests may appear, and written in completed value form for the full insurable value of the Project Facility, and (2) at such time that builder's risk insurance is no longer available by virtue of completion of the acquisition and installation of the Project Facility, insurance protecting the interests of the Hospital as insured and the Issuer, the Trustee and the Initial Holder as security holders and loss payees, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount not less than the greater of the total principal amount of the Bonds Outstanding or the actual cash value of the Project Facility as determined at least once every three (3) years by a recognized appraiser or insurer selected by the Hospital.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Hospital is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Hospital who are located at or assigned to the Project Facility.

(C) Insurance protecting the Hospital, the Issuer, the Trustee and the Initial Holder against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Hospital under Section 8.1 of this Loan Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$3,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$3,000,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Hospital by any applicable workers' compensation law, and a general aggregate liability policy with a limit of not less than \$6,000,000.

(D) In lieu of obtaining third-party coverage described under Section 6.3(A) herein, the Hospital may self-insure any of the required coverages (or a portion thereof) provided that if such self-insurance is other than in the ordinary course of business, the Hospital delivers to the Issuer and the Trustee a report of an insurance consultant stating that the Hospital's decision to self-insure such risks is consistent with proper management and insurance practices. In addition, to the extent the Hospital maintains any self-insurance against third-party liability, the Hospital will provide the Issuer and the Trustee at least once every two years, and more frequently if requested by the Issuer or the Trustee, with a report of an insurance consultant concerning the adequacy of funding and the funding determination processes employed by the Hospital for such self-insurance, provided that the Hospital shall consent to such report, and that such consent shall not be unreasonably withheld. The Hospital may also arrange insurance coverage through a captive insurance company provided an insurance consultant's report indicates that such insurance is consistent with proper management and insurance practices.

SECTION 6.3. ADDITIONAL PROVISIONS RESPECTING INSURANCE.

(A) All policies of insurance required by Section 6.2 (the "Policies") shall be issued by insurers having a minimum rating of "A IX" pursuant to the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in the State and are otherwise acceptable in all respects to the Issuer or such other policies of insurance currently insuring the Hospital and its properties as of the date of this Loan Agreement and acceptable to the Issuer. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Hospital is engaged. All policies evidencing such insurance shall name the Hospital as insured, the Issuer, the Initial Holder and the Trustee as additional insureds to the extent permitted by applicable law and/or regulation or without additional cost for endorsement if obtainable, and provide for at least thirty (30) days' written notice to the Hospital, the Initial Holder, the Trustee and the Issuer prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage reasonably satisfactory to the Issuer. Evidence of insurance satisfactory in form and substance to the Issuer, the Initial Holder and the Trustee to evidence all insurance required hereby shall be delivered to the Issuer and the Initial Holder on or before the Closing Date. At least ten (10) days prior to the expiration of any such policy, the Hospital shall furnish to the Issuer, the Initial Holder and the Trustee evidence that the policy has been renewed or replaced or is no longer required by this Loan Agreement.

(B) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by the Hospital. If at any time the Issuer, the Initial Holder and the Trustee are not in receipt of written evidence (e.g., certificates of insurance) that all insurance required hereunder is in force and effect, the Issuer shall have the right with reasonable advance notice to the Hospital to take such action as the Issuer deems necessary to protect its interests, including, without limitation, the obtaining of such insurance coverage as the Issuer in its sole discretion deem appropriate, and all expenses incurred by the Issuer in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Hospital to the Issuer upon demand, together with interest thereon at the Default Interest Rate. Notwithstanding anything to the contrary herein, the Trustee shall be entitled to the security and indemnity provided in Section 701(I) of the Indenture prior to taking any permissive action under this Section 6.3. The

Trustee shall have no responsibility for maintaining the insurance requirements under Section 6.2 or this Section 6.3.

SECTION 6.4. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 6.2(A) hereof shall be paid to the Trustee and applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Section 6.2(B) and 6.2(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.5. TAXES, ASSESSMENTS AND UTILITY CHARGES.

(A) The Hospital shall pay or cause to be paid, as the same respectively become due, (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, and (3) all assessments and charges of any kind whatsoever lawfully made against the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Hospital shall be obligated hereunder to pay only such installments as are required to be paid during all periods that any Bond shall be Outstanding and/or during the term of this Loan Agreement or any other Financing Document.

(B) Notwithstanding the provisions of subsection (A) of this Section 6.5, the Hospital may withhold any such payment and the Hospital may in good faith actively contest any such taxes, assessments and other charges provided that the Hospital (1) first shall have notified the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in writing of such contest, (2) an Event of Default has not occurred under any of the Financing Documents, including, without limitation, the Reimbursement Agreement, (3) shall have set aside adequate reserves for any such taxes, assessments and other charges, and (4) demonstrates to the reasonable satisfaction of the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) that the non-payment of such items will not subject the Lien of any Financing Document on the Project Facility, or subject the Project Facility or any part thereof, to loss or forfeiture. Otherwise, such taxes, assessments or charges shall be paid promptly or secured by posting a bond in form and substance satisfactory to the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period).

[Balance of page left blank]

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1 DAMAGE OR DESTRUCTION.

- (A) If the Project Facility shall be damaged or destroyed, in whole or in part:
- (1) the Issuer shall have no obligation to replace, repair or restore the Project Facility;
 - (2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Loan Agreement or under any of the other Financing Documents (whether or not the Project Facility is replaced, repaired or restored);
 - (3) the Hospital shall promptly give notice thereof to the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period); and
 - (4) except as otherwise provided in subsection (B) of this Section 7.1,

(a) the Hospital shall promptly replace, repair or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Hospital and consented to in writing by the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period), provided that such changes, alterations or modifications do not change the use of the Project Facility as specified in Section 3.1 hereof without the prior written consent of the Issuer and the Bank (or the Initial Holder during the Bank Loan Rate Period), or (ii) adversely affect the tax-exempt status of the interest payable on the Bonds; and

(b) pursuant to and in accordance with Section 406 of the Indenture, the Trustee shall make available to the Hospital (from the Net Proceeds of any insurance settlement) such moneys as may be necessary to pay the costs of the replacement, repair or restoration of the Project Facility. In the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair or restoration, the Hospital shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. Any balance of such Net Proceeds remaining in the Insurance and Condemnation Fund after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be applied as provided in Section 406 of the Indenture.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, in the event that the damage to the Project Facility exceeds the sum of all Indebtedness on the Project Facility or any part thereof, the Hospital shall not be obligated to replace, repair or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Hospital shall notify the Issuer, the Trustee and the Bank that it elects to cause the Bonds to be redeemed. In such

event, or if an Event of Default shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to redeem the Bonds in whole and all interest accrued thereon, together with any other sums payable to the Issuer or the Trustee pursuant to this Loan Agreement and the Bank pursuant to the Reimbursement Agreement, shall be transferred by the Trustee from the Insurance and Condemnation Fund to the Bond Fund to be applied to the redemption of the Bonds and payment of all such amounts to the Issuer, the Trustee and the Bank. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to redeem the Bonds in full and pay any and all amounts payable to the Issuer, the Trustee and the Bank, the Hospital shall pay the difference between such amounts and the Net Proceeds of all insurance settlements so that all of the Bonds then Outstanding shall be redeemed and any and all amounts payable under the Financing Documents to the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) shall be paid in full.

(C) If there are no Bonds Outstanding and all other amounts due under this Loan Agreement and the other Financing Documents are paid in full, all such Net Proceeds or the balance thereof shall be paid to the Hospital for its purposes.

(D) Unless an Event of Default under any of the Financing Documents shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the Hospital may, with the prior written consent of the Bank (or the Initial Holder during the Bank Loan Rate Period), adjust all claims under any policies of insurance required by Section 6.2(A) hereof.

(E) In the event of any inconsistency between this Section 7.1 and Section 406 of the Indenture, the provisions of Section 406 shall be controlling.

SECTION 7.2. CONDEMNATION.

(A) To the knowledge of the Hospital, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Hospital shall notify the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) of the institution of any condemnation proceedings and, within seven days after inquiry from the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period), inform the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in writing of the status of such proceeding. If title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation:

- (1) the Issuer shall have no obligation to restore the Project Facility;
- (2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Loan Agreement or under any of the other Financing Documents (whether or not the Project Facility is restored);
- (3) the Hospital shall promptly give notice thereof to the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period); and

(4) except as otherwise provided in subsection (B) of this Section 7.2,

(a) the Hospital shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) to substantially the same condition and value as an operating entity as existed prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Hospital and consented to in writing by the Issuer and the Bank (or the Initial Holder during the Bank Loan Rate Period), provided that such changes, alterations or modifications do not (i) so change the use of the Project Facility as specified in Section 3.1 hereof without the prior written consent of the Issuer and the Bank, or (ii) adversely affect the tax-exempt status of the interest payable on the Bonds; and

(b) pursuant to and in accordance with Section 406 of the Indenture, the Trustee shall make available to the Hospital (from the Net Proceeds of any Condemnation award) such moneys as may be necessary to pay the costs of the restoration of the Project Facility. In the event such Net Proceeds are not sufficient to pay in full the costs of such restoration, the Hospital shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. Any balance of such Net Proceeds remaining after payment of all of the costs of such restoration shall be applied in accordance with Section 406 of the Indenture.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.2, in the event the taking of the Project Facility or any part thereof exceeds the sum of all Indebtedness on the Project Facility or any part thereof, the Hospital shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (A) of this Section 7.2, if the Hospital shall notify the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) that it elects to cause the redemption of the Bonds. In such event, or if an Event of Default under any of the Financing Documents shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to redeem the Bonds in whole and all interest accrued thereon, together with any other sums payable to the Issuer or the Trustee pursuant to this Loan Agreement or to the Bank pursuant to the Reimbursement Agreement, shall be transferred by the Trustee from the Insurance and Condemnation Fund to the Bond Fund to be applied to the redemption of the Bonds and payment of all such amounts to the Issuer, the Trustee and the Bank. If the Net Proceeds of any Condemnation award are less than the amount necessary to redeem the Bonds in full and pay any and all amounts payable to the Issuer, the Trustee and the Bank, the Hospital shall pay the difference between such amounts and such Net Proceeds so that all of the Bonds Outstanding shall be redeemed and any and all amounts payable under the Financing Documents to the Issuer, the Trustee and the Bank shall be paid in full.

(C) If title to, or use of, all or substantially all of the Project Facility shall be taken by Condemnation:

(1) neither the Issuer nor the Hospital shall have any obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Loan Agreement (or under any of the other Financing Documents); and

(3) the Net Proceeds of any Condemnation award shall be applied as provided in subsection (B) of this Section 7.2.

(D) If there are no Bonds Outstanding and all other amounts due under this Loan Agreement and the other Financing Documents have been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Hospital for its purposes.

(E) Unless an Event of Default under any of the Financing Documents shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the Hospital shall (but only upon the prior written consent of the Bank) have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may (but only upon the prior written consent of the Bank or the Initial Holder during the Bank Loan Rate Period) negotiate the settlement of any such proceeding. The Hospital shall notify the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) of the institution of any Condemnation proceedings and within seven days after inquiry from the Issuer, the Trustee or the Bank (or the Initial Holder during the Bank Loan Rate Period) shall inform the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in writing as to the status of such proceeding.

(F) In the event of any inconsistency between this Section 7.2 and Section 406 of the Indenture, the provisions of Section 406 shall be controlling.

SECTION 7.3. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Hospital's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

SECTION 7.4 RESERVED.

[Balance of Page Left Blank]

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. HOLD HARMLESS PROVISIONS.

(A) The Hospital hereby releases the Issuer, the Trustee and the Initial Holder (during the Bank Loan Rate Period) and their respective trustees, officers, agents and employees from, agrees that the Issuer, the Trustee and the Initial Holder (during the Bank Loan Rate Period) and their respective trustees, officers, agents and employees shall not be liable for and agrees to indemnify, defend and hold the Issuer, the Trustee and the Initial Holder (during the Bank Loan Rate Period) and their respective trustees, officers, agents and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Issuer financing the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use of the Project Facility or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Issuer's financing the Project, all liabilities or claims arising as a result of the obligations of the Issuer under this Loan Agreement or any of the other Financing Documents or the enforcement of or defense of validity of any provision of any Financing Document, and all liabilities or claims arising as a result of or in connection with the offering, issuance, sale or resale of the Bonds, and (3) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Issuer, the Trustee or the Initial Holder (during the Bank Loan Rate Period) are not incurred or do not result from the intentional wrongdoing or willful misconduct of the Issuer or any of its directors, officers, agents or employees or the gross negligence of the Trustee. The foregoing indemnities shall apply notwithstanding the fault or negligence (other than intentional wrongdoing or willful misconduct) on the part of the Issuer, the Trustee or the Initial Holder (during the Bank Loan Rate Period) or any of their respective officers, trustees, agents or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Issuer or its directors, officers, agents (other than the Hospital) or employees by any employee of the Hospital or any contractor of the Hospital or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Hospital hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Hospital or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.1, the Hospital agrees to provide for and insure, in the liability policies required by Section 6.2(C) of this Loan Agreement, its liabilities, to the extent such liability is insurable, assumed pursuant to this Section 8.1.

(D) Notwithstanding any other provisions of this Loan Agreement, the obligations of the Hospital pursuant to this Section 8.1 shall remain in full force and effect after the termination of this Loan Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Issuer, or its officers, trustees, agents or employees, relating thereto.

SECTION 8.2. HOSPITAL NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Hospital agrees that, so long as the Bonds are Outstanding and/or during the term of this Loan Agreement, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it; provided, however, that, if no Event of Default specified in Section 10.1 hereof shall have occurred and be continuing (or if no event exists which with the passage of time or notice or both would become an Event of Default), the Hospital may consolidate with or merge into another domestic corporation organized and existing under the laws of one of the states of the United States, or permit one or more such domestic corporations to consolidate with or merge into it or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided that (A) the surviving, resulting or transferee corporation assumes in writing all of the obligations of and restrictions on the Hospital under this Loan Agreement and the other Financing Documents, (B) the proposed transaction will not adversely affect the exclusion of the interest payable on the Bonds from the gross income of the Holders thereof for federal income tax purposes, and (C) as of the date of such transaction, the Trustee, the Initial Holder (during the Bank Loan Rate Period) and the Issuer shall be furnished with (1) an opinion of Bond Counsel as to the compliance with item (B) of this Section 8.2, (2) an opinion of counsel to the Hospital as to compliance with item (A) of this Section 8.2 and (3) an Officer's Certificate, dated the effective date of such transaction, of the Hospital and the surviving, resulting or transferee corporation or the transferee of its assets, as the case may be, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Loan Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default.

SECTION 8.3. AGREEMENT TO PROVIDE INFORMATION. The Hospital agrees, whenever requested by the Issuer to provide and certify or cause to be provided and certified such information concerning the Hospital, its finances and other topics as the Issuer from time to time reasonably considers necessary or appropriate to enable the Issuer to make any reports required by law or governmental regulation.

SECTION 8.4. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.

(A) The Hospital agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Hospital.

(B) As soon as possible after the end of each fiscal year of the Hospital so long as any Bond shall be Outstanding, the Hospital shall furnish to the Issuer, the Initial Holder and the Trustee an Officer's Certificate stating that no Event of Default hereunder has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Hospital has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(C) The Hospital agrees to furnish to the Initial Holder (during the Bank Loan Rate Period) all notices, certificates, information and reports required to be furnished to the Master Trustee pursuant to Section 5.02(F) of the Master Indenture.

SECTION 8.5. PERFORMANCE OF HOSPITAL'S OBLIGATIONS. Should the Hospital fail to make any payment or to do any act as herein provided, the Issuer may, but need not, without notice to or demand on the Hospital and without releasing the Hospital from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Hospital, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Issuer in connection therewith; and the Hospital shall pay immediately upon demand all sums so incurred or expended by the Issuer under the authority hereof, together with interest thereon, at the prime rate as published in the Wall Street Journal from time to time plus three percent (3%).

SECTION 8.6. COVENANT AGAINST ARBITRAGE BONDS. So long as any Bond shall be Outstanding, neither the Issuer nor the Hospital shall use, or direct or permit the use of, the proceeds of the Bonds or any other moneys within their respective control (including, without limitation, the proceeds of any insurance settlement or any Condemnation award with respect to the Project) in any manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused any of the Bonds to be an "arbitrage bond" within the meaning ascribed to such quoted term in Section 148 of the Code. The Hospital agrees that it will comply with all of its covenants in the Tax Certificate and Agreement relating to the restrictions contained in Section 148 of the Code. The Issuer authorizes the Hospital, on the Issuer's behalf, to calculate and make the rebate payments required by Section 148(f) of the Code. Notwithstanding the foregoing, there shall be no such obligation upon the Issuer with respect to the use or investment of its administrative fee; provided, however, that if the Hospital is required to rebate any amount with respect to such administrative fee, the Issuer shall provide, upon the reasonable request of the Hospital, such information concerning the investment of such administrative fee as shall be requested by the Hospital and as shall be reasonably available to the Issuer.

SECTION 8.7. COMPLIANCE WITH APPLICABLE LAWS.

(A) The Hospital agrees, for the benefit of the Issuer and the Trustee, that it will, during any period in which any Bond is Outstanding and during the term of this Loan Agreement, promptly comply in all material respects with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Hospital may in good faith actively contest the validity or the applicability of any Applicable Law, provided that (1) the Hospital first shall have notified the Issuer, the Trustee, the Bank and the Initial Holder (during the Bank Loan Rate Period) in writing of such contest, (2) the Hospital is not in default under any of the Financing Documents, (3) the Hospital shall have set aside adequate reserves for any such requirement, and (4) such contesting by the Hospital is limited to circumstances which, if determined adversely to the Hospital, would not materially adversely affect the finances or operations of the Hospital. Otherwise, the Hospital shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Issuer, the Bank and the Initial Holder (during the Bank Loan Rate Period).

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Issuer or any of its directors, officers, agents, servants or employees may be liable for prosecution for failure to comply therewith, the Hospital shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Issuer.

SECTION 8.8. DISCHARGE OF LIENS AND ENCUMBRANCES

(A) The Hospital hereby agrees not to create or suffer to be created any Lien, except for Permitted Encumbrances, on the Project Facility or any part thereof or any funds of the Issuer applicable to the Project Facility.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.8, the Hospital may in good faith actively contest any such Lien, provided that the Hospital (1) first shall have notified the Issuer, the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) in writing of such contest, (2) is not in default under any of the Financing Documents, and (3) such Lien shall be removed promptly by the Hospital or secured by the Hospital's posting a bond in form and substance satisfactory to the Issuer and the Bank.

SECTION 8.9. APPROVAL OF AND COMPLIANCE WITH INDENTURE. The Hospital hereby approves, consents to and agrees to be bound by all of the terms and provisions of the Indenture insofar as such terms or provisions, directly or indirectly, relate to, apply to, require or prohibit action by or deal with the Hospital or the Project, including, but not limited to, all provisions for the payment of moneys to the Trustee under the Indenture. The Hospital hereby agrees, at its own expense, to do all things and take all actions as shall be necessary to enable the Issuer to perform its obligations under the Indenture. In the event the Hospital fails to perform its obligations under this Section 8.9, the Trustee may seek the remedies against the Hospital provided for in Section 10.2 of this Loan Agreement.

SECTION 8.10. RELIGIOUS USE OF THE PROJECT FACILITY. For so long as the Bonds are outstanding, with respect to the Project Facility or portion thereof, so long as such Project Facility or portion thereof exists and unless and until such Project Facility or portion thereof is sold for the fair market value thereof, such Project Facility or portion thereof shall not be used for sectarian religious instruction or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; provided, however, that the foregoing restriction shall not prohibit the free exercise of any religion; provided, further, that if at any time hereafter, in the opinion of Bond Counsel, the then

applicable law would permit the Project Facility or portion thereof to be used without regard to the above stated restriction, said restriction shall not apply to such Project Facility and each portion thereof. The Issuer and its agents may conduct such inspections as the Issuer deems necessary to determine whether the Project Facility or any portion or real property thereof financed by Bonds is being used for any purpose proscribed hereby. The Hospital hereby further agrees that prior to any disposition of any portion of the Project Facility for less than fair market value, it shall execute and record in the appropriate real property records an instrument subjecting, to the satisfaction of the Issuer, the use of such portion of such Project Facility to the restriction that (i) so long as such portion of such Project Facility (and, if included in the Project Facility, the real property on or in which such portion of such Project Facility is situated) shall exist and (ii) until such portion of such Project Facility is sold or otherwise transferred to a person who purchases the same for the fair market value thereof at the time of such sale or transfer, such portion of such Project Facility shall not be used for sectarian religious instruction or as a place of religious worship or used in connection with any part of the program of a school or department of divinity of any religious denomination. The instrument containing such restriction shall further provide that such restriction may be enforced at the instance of the Issuer or the Attorney General of the State, by a proceeding in any court of competent jurisdiction, by injunction, mandamus or by other appropriate remedy. The instrument containing such restriction shall also provide that if at any time thereafter, in the opinion of Bond Counsel, the then applicable law would permit such portion of the Project Facility, or, if included in the Project Facility, the real property on or in which such portion is situated, to be used without regard to the above stated restriction, then said restriction shall be without any force or effect. For the purposes of this Section 8.10, an involuntary transfer or disposition of the Project Facility or a portion thereof, upon foreclosure or otherwise, shall be considered a sale for the fair market value thereof.

[Balance of Page Left Blank]

ARTICLE IX

ASSIGNMENTS; MERGER OF THE ISSUER

SECTION 9.1. ASSIGNMENT OF LOAN AGREEMENT. This Loan Agreement may not be assigned by the Hospital, in whole or in part, without the prior written consent of the Issuer and the Initial Holder (during the Bank Loan Rate Period).

SECTION 9.2. PLEDGE AND ASSIGNMENT OF ISSUER'S INTERESTS TO TRUSTEE.

(A) The Issuer has pledged and assigned certain of its rights and interests under and pursuant to this Loan Agreement pursuant to the terms of the Pledge and Assignment to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds. Such pledge and assignment shall in no way impair or diminish any obligations of the Issuer under this Loan Agreement.

(B) The Hospital hereby acknowledges receipt of notice of and consents to such pledge and assignment by the Issuer to the Trustee and specifically agrees to perform for the benefit of the Trustee all of its duties and undertakings hereunder (except duties undertaken with respect to the Unassigned Rights).

SECTION 9.3. MERGER OF THE ISSUER.

(A) Nothing contained in this Loan Agreement shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or assignment by the Issuer of its rights and interests hereunder to, any other local development corporation organized under the laws of the State or political subdivision thereof which has the legal authority to perform the obligations of the Issuer hereunder, provided that (1) the exclusion of the interest payable on the Bonds from gross income for Federal income tax purposes shall not be adversely affect thereby; and (2) upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Loan Agreement, the Bonds and the Bond Purchase Agreement to be kept and performed by the Issuer shall be expressly assumed in writing by the corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Issuer's rights and interests hereunder or under this Loan Agreement shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Issuer shall give notice thereof in reasonable detail to the Hospital, the Trustee and the Initial Holder (during the Bank Loan Rate Period). The Issuer shall promptly furnish to the Trustee and the Hospital such additional information with respect to any such consolidation, merger or assignment as the Trustee and the Hospital may reasonably request.

SECTION 9.4. SALE OR LEASE OF THE PROJECT FACILITY.

(A) Subject to the provisions of the Tax Documents and the Master Indenture and Section 3.1 hereof, the Hospital may lease, sublease, time share, sell, license or grant the right to occupy and use the Project Facility, in whole or in part, to others, provided no such lease, sublease, time share, sale, license or grant shall release the Hospital from its obligations under

this Loan Agreement subject to the prior receipt of an opinion of Bond Counsel that such disposition (if not a Permitted Disposition, a Permitted Encumbrance or a Permitted Lien) will not adversely affect the exclusion of the interest payable on the Bonds from gross income of the holders thereof for Federal income tax purposes.

(B) Notwithstanding anything to the contrary contained herein, in any instance after the Closing Date where the Hospital reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Hospital may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Issuer, provided that such removal will not materially impair the value of the Project Facility as collateral and provided, further, that same is forthwith replaced with similar items of similar utility, free from all Liens other than the Liens created by the Financing Documents or if permitted by the Tax Documents, the Hospital may remove, sell, trade in, exchange or otherwise dispose of same without replacement. At the request of the Hospital, the Issuer shall execute and deliver, and shall request the Trustee and the Bank (or the Initial Holder during the Bank Loan Rate Period) to execute and deliver, to the Hospital all instruments necessary or appropriate to enable the Hospital to sell or otherwise dispose of any such portion of the Project Facility free from the Liens of the Financing Documents. The Hospital shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Financing Documents any portion of the Project Facility removed pursuant to this Section 9.4.

[Balance of Page Left Blank]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Loan Agreement, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Loan Agreement, any one or more of the following events:

(1) A failure by the Hospital to pay the amounts specified to be paid pursuant to Section 5.1(A) hereof after ten (10) days from the due date thereof.

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Hospital in this Loan Agreement and the continuance thereof for a period of thirty (30) days after written notice is given by the Issuer or the Trustee to the Hospital, or, if such covenant, condition or agreement is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Hospital to commence to cure within such thirty (30) day period and to prosecute the same with due diligence and, in any event, to cure such default within sixty (60) days after such written notice is given.

(3) The occurrence and continuation of an “Event of Default” under any of the other Financing Documents.

(4) Any representation or warranty made by the Hospital herein or in any other Financing Document proves to have been materially false at the time it was made.

(5) Any sale, conveyance, lease agreement or any other change of ownership of the Project Facility, whether occurring voluntarily or involuntarily, or by operation of law or otherwise, by the Hospital (except pursuant to this Loan Agreement or as a Permitted Encumbrance, Permitted Disposition or Permitted Lien under and as defined in the Master Indenture) of its interest in the Project Facility or any part thereof, or the granting of any easements or restrictions or the permitting of any encroachments on the Project Facility, except as permitted in this Loan Agreement, the Master Indenture or any of the Financing Documents.

(6) The Hospital shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(7) (a) The filing by the Hospital (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; (b) the failure by the Hospital within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Hospital’s ability to carry out its obligations hereunder; (c) the commencement of a case under Title 11 of the United States Code against the Hospital as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Hospital and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days; (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with

respect to the debts of the Hospital; or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Hospital, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(8) The imposition of a Lien on the Project Facility other than a Lien being contested as provided in Section 8.8(B) of this Loan Agreement or a Permitted Encumbrance or a Permitted Lien under and as defined in the Master Indenture.

(9) The removal of the Equipment or any portion thereof outside Essex County without the prior written consent of the Issuer and the Bank, other than in connection with a removal under Section 9.4(B) hereof.

(B) Notwithstanding any other provision of this Loan Agreement, failure of the Hospital to comply with Section 8.4(B) of this Loan Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the Holders of at least 51% aggregate principal amount in Outstanding Bonds, shall) or any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Hospital to comply with its obligations under Section 8.4(B) hereof.

(C) Notwithstanding the provisions of Section 10.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Loan Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Trustee within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Loan Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (C) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (C), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Hospital to make the payments required by Section 5.1 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 8.1 hereof and to comply with the provisions of Sections 2.2, 4.4, 4.5, 8.1, 8.2, and 8.7 hereof. The term "force majeure" as used herein shall include acts outside of the control of the Issuer and the Hospital, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, order of any kind of any Governmental Authority or any civic or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, and partial or entire failure of utilities. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 10.2. REMEDIES ON DEFAULT.

(A) Whenever any Event of Default shall have occurred, the Issuer may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Hospital, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all unpaid loan payments payable pursuant to Section 5.1(A) hereof, and (b) all other payments due under this Loan Agreement or any of the other Financing Documents;

(2) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Hospital under this Loan Agreement;

(3) terminate disbursement of the Bond proceeds; or

(4) exercise any remedies available pursuant to any of the other Financing Documents.

(B) Any sums paid to the Issuer as a consequence of any action taken pursuant to this Section 10.2 (excepting sums payable to the Issuer as a consequence of action taken to enforce the Unassigned Rights) shall be paid to the Trustee (or directly to the Initial Holder during the Bank Loan Rate Period) and applied in accordance with the provisions of the Indenture and the other Financing Documents.

(C) No action taken pursuant to this Section 10.2 shall relieve the Hospital from its obligations to make all payments required by this Loan Agreement and the other Financing Documents.

SECTION 10.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Loan Agreement or the other Financing Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Hospital should default under any of the provisions of this Loan Agreement, and the Issuer, the Trustee or the Initial Holder (during the Bank Loan Rate Period) should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Hospital herein contained, the Hospital shall, on demand therefor, pay to the Issuer or the

Trustee, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 10.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (B) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE HOSPITAL:

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

IF TO THE ISSUER:

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York
Attention: Chief Executive Officer

IF TO THE TRUSTEE:

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, New York 10005
Attention: Corporate Trust Municipals

IF TO THE INITIAL HOLDER:

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, New York 10105
Attention: Craig R. Kincade, Senior Vice President

(C) A duplicate copy of each notice, certificate and other communication given hereunder by the Issuer, the Trustee or the Hospital shall be given to each of the other parties hereto.

(D) The Issuer, the Hospital, the Trustee and the Initial Holder may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 11.2. BINDING EFFECT. This Loan Agreement shall inure to the benefit of the Issuer, the Hospital and the Trustee and shall be binding upon the Issuer, the Hospital and, as permitted by this Loan Agreement, their respective successors and assigns.

SECTION 11.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Issuer or the Hospital to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Loan Agreement.

SECTION 11.4. AMENDMENT. This Loan Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto, in compliance with the provisions of the Indenture.

SECTION 11.5. EXECUTION OF COUNTERPARTS. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.6. APPLICABLE LAW. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 11.7. SURVIVAL OF OBLIGATIONS.

(A) The obligations of the Hospital to make the payments required by Section 5.1(B) hereof and to provide the indemnity required by Section 8.1 hereof shall survive the termination of this Loan Agreement and the full payment of the Bonds, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Hospital with respect to the Unassigned Rights shall survive the termination of this Loan Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Issuer, or its officers, directors, agents or employees, relating thereto.

(C) The obligation of the Hospital to make loan payments under Section 5.1(A) with respect to any premium due on the Bonds upon an occurrence of an Event of Taxability hereof shall survive the termination of this Loan Agreement.

SECTION 11.8. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The table of contents and the headings of the several sections in this Loan

Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Loan Agreement.

SECTION 11.9. NO RECOURSE; SPECIAL OBLIGATION.

(A) The obligations and agreements of the Issuer contained herein and in the other Financing Documents and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Issuer, and not of any member, officer, director, agent or employee of the Issuer in his or her individual capacity, and the members, officers, directors, agents and employees of the Issuer shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Issuer contained herein and therein shall not constitute or give rise to an obligation of the State or any political subdivision thereof, including Essex County or any other municipality or public corporation other than the Issuer, and neither the State nor Essex County or any other municipality or public corporation other than the Issuer shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer payable solely from the revenues of the Issuer derived and to be derived from the Loan Agreement (except for revenues derived by the Issuer with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Issuer hereunder shall be sought or enforced against the Issuer unless (1) the party seeking such order or decree shall first have requested the Issuer in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Issuer shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Issuer an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Issuer and its members, officers, directors, agents and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Issuer, furnish to the Issuer satisfactory security to protect the Issuer and its members, officers, directors, agents and employees against all liability expected to be incurred as a result of compliance with such request. Any failure to provide the indemnity and/or security required in this Section 11.9(C) shall not affect the full force and effect of an Event of Default hereunder.

[Balance of Page Left Blank]

IN WITNESS WHEREOF, the Issuer and the Hospital have caused this Loan Agreement to be executed in their respective names by their respective Authorized Representatives, all as of the day and year first above written.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: 
Darren Darrah
Chairman

ADIRONDACK MEDICAL CENTER

By: _____
Sylvia Getman
President and Chief Executive Officer

[Signature Page to Loan Agreement]

IN WITNESS WHEREOF, the Issuer and the Hospital have caused this Loan Agreement to be executed in their respective names by their respective Authorized Representatives, all as of the day and year first above written.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: _____
Darren Darrah
Chairman

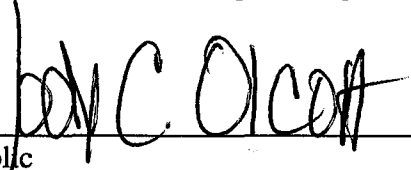
ADIRONDACK MEDICAL CENTER

By: *Sylvia Getman*
Sylvia Getman
President and Chief Executive Officer

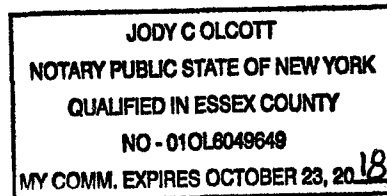
[Signature Page to Loan Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the 21 day of September, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Darren Darrah, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

On the ____ day of _____, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Sylvia Getman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Notary Page to Loan Agreement]

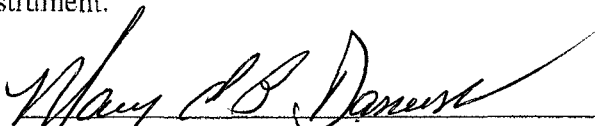
STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the ____ day of _____, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Darren Darrah, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

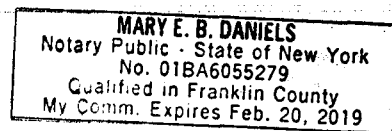
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

On the 1st day of October, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Sylvia Getman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



[Notary Page to Loan Agreement]

CLOSING ITEM NO.: [A-4]

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

TO

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

PLEDGE AND ASSIGNMENT

WITH

ACKNOWLEDGMENT

THEREOF BY

ADIRONDACK MEDICAL CENTER

DATED AS OF OCTOBER 1, 2017

RELATING TO THE MULTI-MODE REVENUE BONDS
(ADIRONDACK MEDICAL CENTER ESSEX COUNTY
PROJECT), SERIES 2017A ISSUED BY ESSEX COUNTY
CAPITAL RESOURCE CORPORATION IN THE
AGGREGATE PRINCIPAL AMOUNT OF \$9,500,000.

PLEDGE AND ASSIGNMENT

THIS PLEDGE AND ASSIGNMENT dated as of October 1, 2017 (the “Pledge and Assignment”) is from ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the “Issuer”), a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “State”) having an office for the transaction of business located at 7566 Court Street, Elizabethtown, New York 12953 to U.S. BANK NATIONAL ASSOCIATION, as a national banking association duly organized and existing under the laws of the State of New York, having an office for the transaction of business located at 100 Wall Street, 16th Floor, New York, New York 10005 (the “Trustee”) of the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the “Bonds”) issued pursuant to a certain trust indenture dated as of October 1, 2017 (the “Indenture”) by and between the Issuer and the Trustee, and is acknowledged by ADIRONDACK MEDICAL CENTER, a not-for-profit corporation organized and existing under the laws of the State of New York having a mailing address at 2233 State Route 86, Saranac Lake, New York 12983 (the “Hospital”).

For value received, the receipt of which is hereby acknowledged, the Issuer hereby pledges, assigns, transfers and sets over to the Trustee, and hereby grants the Trustee a lien on and security interest in, all of the Issuer’s right, title and interest in any and all moneys due or to become due to the Issuer and any and all other rights and remedies of the Issuer under or arising out of (A) a loan agreement dated as of October 1, 2017 (the “Loan Agreement”) by and between the Issuer and the Hospital (except for the “Unassigned Rights,” as defined therein, and moneys payable pursuant to the Unassigned Rights) provided, however, that the assignment made hereby shall not permit the amendment of the Loan Agreement without the prior written consent of the Issuer, and (B) that certain Series Four Note dated as of October 5, 2017 (the “Note”) issued by the Hospital, as the Obligated Group Agent, in favor of the Issuer to secure the Hospital’s obligations under the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

The Trustee shall have no obligation, duty or liability under the Loan Agreement, nor shall the Trustee be required or obligated in any manner to fulfill or perform any obligation, covenant, term or condition of the Issuer thereunder or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times. The Issuer shall at all times remain liable to observe and perform all of its covenants and obligations under the Loan Agreement in accordance with the terms and limitations thereof.

The Issuer hereby irrevocably constitutes and appoints the Trustee its true and lawful attorney, with power of substitution for the Issuer and in the name of the Issuer or in the name of the Trustee or otherwise, for the use and benefit of the holders of the bonds, to ask, demand, require, receive, collect, compromise, compound and give discharges and releases of all claims for any and all moneys due or to become due under or arising out of the Loan Agreement (except for claims relating to moneys due or to become due with respect to the Unassigned Rights) and to endorse any checks and other instruments or orders in connection therewith pursuant to the

Indenture, and, if any Event of Default specified in the Indenture or the Bonds or any other Financing Document shall occur, (A) to settle, compromise, compound and adjust any such claims (except for claims arising pursuant to the Unassigned Rights), (B) to exercise and enforce any and all claims, rights, powers and remedies of the Issuer under or arising out of the Loan Agreement (except for rights of the Issuer relating to, and moneys payable pursuant to, the Unassigned Rights), (C) to file, commence and prosecute any suits, actions and proceedings at law or in equity in any court of competent jurisdiction to collect any such sums assigned to the Trustee hereunder and to enforce any rights in respect thereto and all other claims, rights, powers and remedies of the Issuer under or arising out of the Loan Agreement (except for rights of the Issuer relating to, and moneys payable pursuant to, the Unassigned Rights), and (D) generally to sell, assign, transfer, pledge, make any agreement with respect to and otherwise deal with any of such claims, rights, powers and remedies as fully and completely as though the Trustee were the absolute owner thereof for all purposes, and at such times and in such manner as may seem to the Trustee to be necessary or advisable in its absolute discretion.

The Issuer further agrees that at any time and from time to time, and at the sole cost and expense of the Hospital, the Issuer will promptly and duly execute and deliver any and all such further instruments and documents as the Trustee may deem desirable in order to obtain the full benefits of this Pledge and Assignment and all rights and powers herein granted.

The Issuer hereby ratifies and confirms the Loan Agreement and does hereby warrant and represent (A) that the Loan Agreement is in full force and effect, (B) that the Issuer is not in default under the Loan Agreement, and (C) that the Issuer has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Pledge and Assignment shall remain in effect, the whole or any part of the moneys, rights or remedies hereby assigned to anyone other than the Trustee.

All moneys due and to become due to the Trustee under or pursuant to the Loan Agreement shall be paid directly to the Trustee at 100 Wall Street, 16th Floor, New York, New York 10005 or at such other address as they Trustee may designate to the Hospital and the Issuer in writing from time to time.

Except as otherwise provided in the Indenture, if the Issuer shall pay or cause to be paid, or there shall be paid, to the Trustee (or to the Initial Holder during any Bank Loan Rate Period) or its successors and assigns as the trustee of the Bonds or any part thereof, the principal of, premium, if any, and interest on the Bonds and all other sums due or to become due pursuant to the Indenture and this Pledge and Assignment and the other Financing Documents, then this Pledge and Assignment and the estate and rights created hereby shall cease, terminate and be void, and thereupon the Trustee shall cancel and discharge the lien of this Pledge and Assignment and execute and deliver to the Issuer, if necessary, such instruments in writing as shall be prepared by the Issuer and requisite to release the lien hereof, and shall reconvey, release, assign and deliver unto the Issuer the estate, right, title and interest in and to any and all property conveyed, sold, transferred, assigned or pledged to the Trustee, or otherwise subject to the lien of this Pledge and Assignment without representation, warranty or covenant.

This Pledge and Assignment shall be binding upon the Issuer and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns as trustee of the Bonds.

The obligations and agreements of the Issuer contained herein and in the other Financing Documents and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Issuer, and not of any member, officer, director, agent (other than the Hospital) or employee of the Issuer in his individual capacity, and the members, officers, directors, agents (other than the Hospital) and employees of the Issuer shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby and the Note.


The obligations and agreements of the Issuer contained herein and therein shall not constitute or give rise to an obligation of the State of New York or Essex County, New York, and neither the State of New York nor Essex County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer payable solely from the revenues of the Issuer derived and to be derived from the Loan Agreement (except for revenues derived by the Issuer with respect to the Unassigned Rights) and the Note.

No order or decree of specific performance with respect to any of the obligations of the Issuer hereunder shall be sought or enforced against the Issuer unless (A) the party seeking such order or decree shall first have requested the Issuer in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Issuer shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (B) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Issuer an amount or undertaking sufficient to cover such reasonable fees and expenses, and (C) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, officers, directors, agents (other than the Hospital) or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify, defend and hold harmless the Issuer and its members, officers, directors, agents (other than the Hospital), servants and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by the Issuer, furnish to the Issuer satisfactory security to protect the Issuer and its members, officers, directors, agents (other than the Hospital), servants and employees against all liability expected to be incurred as a result of compliance with such a request. The limitations on the obligations of the Issuer contained in the preceding paragraphs by virtue of any lack of assurance or indemnity required by the preceding paragraph hereof shall not be deemed to prevent the occurrence and full force and effect of any Event of Default.

[signature page follows]

IN WITNESS WHEREOF, the Issuer has duly executed this Pledge and Assignment as of the day and year first above written.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By:  _____
Darren Darrall
Chairman

[Signature page to Pledge and Assignment]

STATE OF NEW YORK)

)

SS.:

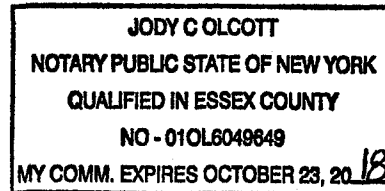
COUNTY OF ESSEX)

)

On the 27 day of September, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Darren Darrah, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



[Signature Page to Pledge and Assignment]

ACCEPTANCE

U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") hereby accepts the foregoing pledge and assignment dated as of October 2, 2017 (the "Pledge and Assignment")

IN WITNESS WHEREOF, the Trustee has duly executed this Acceptance as of October 5, 2017.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: 

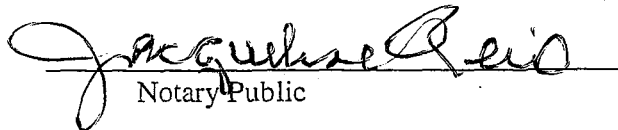
Name: Steven V. Vacarello

Title: Vice President

[Signature Page to Pledge and Assignment]

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 27 day of September in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Steven V. Vacarello personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JACQUELINE REID
Notary Public, State of New York
No. 01RE6242633
Qualified in Bronx County
Commission Expires June 2019

[Signature Page to Pledge and Assignment]

ACKNOWLEDGMENT BY HOSPITAL OF ASSIGNMENT OF
RIGHTS UNDER LOAN AGREEMENT

The undersigned hereby acknowledges receipt of notice of the pledge and assignment by ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the "Issuer") to U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") of certain of the Issuer's rights and remedies under (A) a loan agreement dated as of October 1, 2017 (the "Loan Agreement") by and between the Issuer, as obligee, and the undersigned, as obligor, which assignment is contained in a certain pledge and assignment dated as of October 1, 2017 (the "Pledge and Assignment") from the Issuer to the Trustee, which Pledge and Assignment includes the right to collect and receive all amounts payable by the undersigned under the Loan Agreement (except for rights of the Issuer and moneys payable pursuant to the "Unassigned Rights", as defined in the Loan Agreement). The undersigned, intending to be legally bound, hereby agrees with the Trustee (A) to pay directly to the Trustee (or directly to the Initial Holder during any Bank Loan Rate Period) all sums due and to become due to the Issuer from the undersigned under the Loan Agreement (except for moneys payable pursuant to the Unassigned Rights), without set-off, counterclaim or deduction for any reason whatsoever, except as otherwise provided in the Loan Agreement, (B) except as otherwise provided in the Loan Agreement, not to seek to recover from the Trustee or Initial Holder any moneys paid to the Trustee or Initial Holder pursuant to the Loan Agreement, (C) to perform for the benefit of the Trustee all of the duties and undertakings of the undersigned under the Loan Agreement (except for duties and obligations relating to the Unassigned Rights), and (D) that the Trustee shall not be obligated by reason of the Pledge and Assignment or otherwise to perform or be responsible for the performance of any of the duties, undertakings or obligations of the Issuer under the Loan Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be duly executed as of October 5, 2017.

ADIRONDACK MEDICAL CENTER

By: Sylvia Getman
Sylvia Getman
President/Chief Executive Officer

*[Signature Page to Acknowledgement by Hospital of Assignment of
Rights under the Loan Agreement]*

STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

On the 24th day of October, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Sylvia Getman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



*[Signature Page to Acknowledgement by Hospital of Assignment of
Rights under the Loan Agreement]*

ADIRONDACK MEDICAL CENTER

AND

SUCH OTHER ORGANIZATIONS AS
FROM TIME TO TIME ARE MEMBERS
OF AN OBLIGATED GROUP
KNOWN AS THE
ADIRONDACK MEDICAL CENTER OBLIGATED GROUP
(THE "OBLIGATED GROUP")

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS MASTER TRUSTEE

MASTER INDENTURE
AND SECURITY AGREEMENT

DATED AS OF NOVEMBER 1, 2012

PROVIDING FOR THE FORMATION OF THE OBLIGATED GROUP
AND THE ISSUANCE FROM TIME TO TIME OF VARIOUS
OBLIGATIONS BY THE OBLIGATED GROUP

THIS INSTRUMENT IS INTENDED TO CONSTITUTE A
SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL
CODE OF THE STATE OF NEW YORK.

TABLE OF CONTENTS
(This Table of Contents is not part of the
Master Indenture and Security Agreement
and is for convenience of reference only.)

	<u>Page</u>
ARTICLE I DEFINITIONS	3
SECTION 1.01. DEFINITIONS	3
SECTION 1.02. CONSTRUCTION	3
ARTICLE II AUTHORIZATION, ISSUANCE AND TERMS OF OBLIGATIONS	4
SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.	4
SECTION 2.02. DESIGNATION OF OBLIGATIONS; TERMS THEREOF, ETC	4
SECTION 2.03. CERTAIN OTHER PROVISIONS REQUIRED AND PERMITTED IN RELATED SUPPLEMENTS	5
SECTION 2.04. EXECUTION AND AUTHENTICATION OF OBLIGATIONS	6
SECTION 2.05. FORM OF THE MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION	6
SECTION 2.06. CERTAIN CONDITIONS OF ISSUANCE OF OBLIGATIONS	6
ARTICLE III MEMBERSHIP IN THE OBLIGATED GROUP	8
SECTION 3.01. CONDITIONS FOR MEMBERSHIP IN THE OBLIGATED GROUP	8
SECTION 3.02. WITHDRAWAL FROM THE OBLIGATED GROUP.	9
ARTICLE IV GENERAL REQUIREMENTS OF MEMBERSHIP AND NATURE OF OBLIGATIONS	10
SECTION 4.01. POWER TO INCUR INDEBTEDNESS ON BEHALF OF MEMBERS OF THE OBLIGATED GROUP	10
SECTION 4.02. JOINT AND SEVERAL OBLIGATIONS; INDIVIDUAL OBLIGATION; WAIVER	10
SECTION 4.03. PAYMENT OF PRINCIPAL AND INTEREST	11
SECTION 4.04. PARTICULAR COVENANTS, FOLLOWING DEFAULT	11
ARTICLE V PARTICULAR COVENANTS OF EACH MEMBER OF THE OBLIGATED GROUP	14
SECTION 5.01. FINANCIAL COVENANTS	14
SECTION 5.02. BUSINESS AND ORGANIZATIONAL COVENANTS	14
SECTION 5.03. PROPERTY COVENANTS	16
ARTICLE VI DEFAULT AND REMEDIES	20
SECTION 6.01. EVENTS OF DEFAULT	20
SECTION 6.02. ACCELERATION; ANNULMENT OF ACCELERATION.	20
SECTION 6.03. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES	21
SECTION 6.04. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT.	22
SECTION 6.05. REMEDIES NOT EXCLUSIVE	23
SECTION 6.06. REMEDIES VESTED IN THE MASTER TRUSTEE	23
SECTION 6.07. OBLIGATION HOLDERS; CONTROL OF PROCEEDINGS	23
SECTION 6.08. TERMINATION OF PROCEEDINGS	24
SECTION 6.09. WAIVER OF EVENT OF DEFAULT	24

SECTION 6.10.	APPOINTMENT OF RECEIVER.....	24
SECTION 6.11.	REMEDIES SUBJECT TO PROVISIONS OF LAW.....	25
SECTION 6.12.	NOTICE OF EVENT OF DEFAULT.....	25
ARTICLE VII	THE MASTER TRUSTEE.....	26
SECTION 7.01.	CERTAIN DUTIES AND RESPONSIBILITIES.....	26
SECTION 7.02.	CERTAIN RIGHTS OF MASTER TRUSTEE.....	27
SECTION 7.03.	RIGHT TO DEAL IN OBLIGATIONS AND RELATED BONDS.....	28
SECTION 7.04.	REMOVAL AND RESIGNATION OF THE MASTER TRUSTEE.....	29
SECTION 7.05.	COMPENSATION AND REIMBURSEMENT.....	29
SECTION 7.06.	RECITALS AND REPRESENTATIONS.....	30
SECTION 7.07.	SEPARATE OR CO-TRUSTEE.....	30
SECTION 7.08.	ADDITIONAL DUTIES OF THE MASTER TRUSTEE.....	32
ARTICLE VIII	SUPPLEMENTS AND AMENDMENTS.....	33
SECTION 8.01.	SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF OBLIGATION HOLDERS.....	33
SECTION 8.02.	SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF OBLIGATION HOLDERS.....	34
SECTION 8.03.	EXECUTION AND EFFECT OF SUPPLEMENTAL INDENTURES.....	35
ARTICLE IX	SATISFACTION AND DISCHARGE OF MASTER INDENTURE.....	36
SECTION 9.01.	SATISFACTION AND DISCHARGE OF MASTER INDENTURE.....	36
SECTION 9.02.	PAYMENT OF OBLIGATIONS AFTER DISCHARGE OF LIEN.....	36
ARTICLE X	CONCERNING THE OBLIGATION HOLDERS.....	37
SECTION 10.01.	EVIDENCE OF ACTS OF OBLIGATION HOLDERS.....	37
SECTION 10.02.	OBLIGATIONS OR RELATED BONDS OWNED BY MEMBERS OF OBLIGATED GROUP.....	37
SECTION 10.03.	INSTRUMENTS EXECUTED BY HOLDERS BIND FUTURE HOLDERS.....	38
ARTICLE XI	MISCELLANEOUS PROVISIONS.....	39
SECTION 11.01.	LIMITATION OF RIGHTS.....	39
SECTION 11.02.	SEVERABILITY.....	39
SECTION 11.03.	DAYS OTHER THAN BUSINESS DAYS.....	39
SECTION 11.04.	GOVERNING LAW WAIVER OF JURY TRIAL.....	39
SECTION 11.05.	COUNTERPARTS.....	39
SECTION 11.06.	IMMUNITY OF INDIVIDUALS.....	39
SECTION 11.07.	BINDING EFFECT.....	40
SECTION 11.08.	NOTICES.....	40
SECTION 11.09.	FORCE MAJEURE.....	40
SECTION 11.10.	U.S.A. PATRIOT ACT.....	41

Appendix A – Schedule of Definitions
Exhibit A – Liens and Encumbrances
Exhibit B – Existing Indebtedness

MASTER INDENTURE AND SECURITY AGREEMENT

THIS MASTER INDENTURE AND SECURITY AGREEMENT dated as of November 1, 2012 (this "Master Indenture") by and between ADIRONDACK MEDICAL CENTER, a New York not-for-profit corporation (the "Institution"), on behalf of itself and as Obligated Group Agent on behalf of the Obligated Group (as hereinafter defined), consisting of the Hospital and any future Members of the Obligated Group (together with the Institution, the "Members"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation being duly qualified to accept and administer the trusts created hereby (the "Master Trustee"),

WITNESSETH:

WHEREAS, the Hospital desires to issue Obligations under this Master Indenture, and the Hospital and the related entities desire to provide a mechanism for the pooling of their credit, if it shall be determined to be advisable, as a means of providing a basis for a reduction in their individual cost of borrowed funds;

WHEREAS, the Hospital has duly authorized the execution and delivery of this Master Indenture for the purpose of providing for the issuance from time to time of Obligations of the Institution, and such other Persons as shall be or become members of the Obligated Group in order to obtain financing or refinancing for lawful and proper corporate purposes;

WHEREAS, the Master Trustee agrees to accept and administer the trusts created hereby; and

WHEREAS, all acts and things necessary to constitute this Master Indenture a valid indenture and agreement of the Hospital in accordance with its terms, have been done;

GRANTING CLAUSES

NOW, THEREFORE, in consideration of premises and the acceptance by the Master Trustee of the trusts hereby created and of the giving of consideration for and acceptance of the Obligations issued hereunder by the registered holders and owners thereof, and for the purpose of fixing and declaring the terms and conditions upon which Obligations are to be issued, authenticated, delivered and accepted by all persons who shall from time to time be or become registered holders or owners thereof, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, on and interest on the Obligations according to their tenor and effect and the performance and observance by each Member of the Obligated Group of all the covenants expressed or implied herein and in the Obligations, the Hospital and each other Member of the Obligated Group does hereby, unto the Master Trustee and its successors and assigns, for the equal and ratable benefit of the registered holders and all future registered holders of the Obligations, GRANT A SECURITY INTEREST IN AND PLEDGE the following (hereinafter collectively referred to as the "Trust Estate"):

I

The Collateral (as hereinafter defined); and

II

Any and all moneys and securities from time to time held by the Master Trustee under the terms of this Master Indenture (except moneys deposited with or paid to the Master Trustee for the redemption

or purchase of Obligations, notice of which has been duly given), and any and all other Property (as hereinafter defined) of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by any Member of the Obligated Group or by anyone on its behalf or with its written consent in favor of the Master Trustee, in its capacity as Master Trustee hereunder.

This Master Indenture is intended to constitute a security agreement under the Uniform Commercial Code of the State of New York so that the Master Trustee shall have and may enforce a security interest in the Trust Estate, to secure payment of all sums due or to become due under the Obligations and this Master Indenture to the maximum extent permitted by law, such security interest to attach at the earliest moment permitted by law and also to include and attach to all additions and accessions thereto, all substitutions and replacements therefor and all proceeds thereof.

TO HAVE AND TO HOLD all the same, with all privileges and appurtenances hereby conveyed, pledged and assigned or agreed or intended so to be, to the Master Trustee and its successors in said trust and to them and their assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the Master Trustee and for the equal and proportionate benefit, security and protection of all registered holders and owners of the Obligations issued under and secured by this Master Indenture, without privilege, priority or distinction.

THIS MASTER INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Obligations issued and secured hereunder are to be issued, authenticated and delivered, and the Lien on all of the Trust Estate, including, without limitation, the revenues, receipts and other moneys hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and each Member of the Obligated Group has agreed and covenanted, and does hereby agree and covenant, with the Master Trustee and with the respective registered holders and owners of the Obligations and with each other, as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINITIONS. Terms defined in the recitals shall have the meanings therein provided. Terms defined in Supplemental Indentures (as hereinafter defined), but not in this Master Indenture, shall have the meanings specified therein. All of the capitalized terms used in this Master Indenture and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof. Terms defined in the Schedule of Definitions attached hereto as Appendix A shall, for the purposes of this Master Indenture and any Supplemental Indentures, now or hereafter entered into in accordance with the provisions hereof, have the meanings herein specified, unless the context clearly otherwise requires.

SECTION 1.02. CONSTRUCTION. For all the purposes of this Master Indenture and all Supplemental Indentures, unless the context clearly otherwise requires:

(A) all references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Master Indenture; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Master Indenture as a whole and not to any particular Article, Section or other subdivision hereof;

(B) any accounting terms not specifically defined in this Master Indenture shall have the meanings given to them in accordance with GAAP; and

(C) references herein to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

AUTHORIZATION, ISSUANCE AND TERMS OF OBLIGATIONS

SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.

(A) The aggregate principal amount of Obligations which may be issued, authenticated and delivered hereunder is unlimited except as limited by the provisions hereof or of a Related Supplement.

(B) Obligations may be issued in series. All Obligations of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Related Supplement creating such Obligations.

(C) Pursuant to Section 2.03(B) hereof, Obligations of any series may be entitled to the benefit of covenants in addition to or separate and distinct from those which secure or benefit any other series of Obligations.

SECTION 2.02. DESIGNATION OF OBLIGATIONS; TERMS THEREOF, ETC. There shall be established in a Related Supplement prior to the issuance of any Obligations of any series:

(A) the Member or Members of the Obligated Group for whose use the proceeds of the issuance of the Obligations are to be provided, and the amounts to be provided for each such Member (which amounts may be evidenced by separate Obligations);

(B) the title of the Obligations and of the series, if any (which shall distinguish the Obligations and the series from all other Obligations and any other series);

(C) the form of the Obligations;

(D) any limit upon the aggregate principal amount of Obligations of the series which may be authenticated and delivered under this Master Indenture except for Obligations authenticated and delivered pursuant to Section 8.03(C) hereof and pursuant to the provisions to be contained in each Related Supplement with respect to registration and transfer of Obligations, exchange for, or in lieu of Obligations, including Obligations in temporary form, Obligations redeemed in part and mutilated, destroyed, lost, or stolen Obligations;

(E) the date or dates on which the principal of the Obligations of the series is payable;

(F) the rate or rates at which the Obligations of the series shall bear interest, if any, or, if such Obligations bear interest at a variable rate, the method by which such interest rates are determined along with the frequency of such determinations, and the date or dates from which such interest shall accrue, the Record Dates and Interest Payment Dates;

(G) the Administrative Expenses, if any, to be evidenced by Obligations of the series;

(H) the place or places where the principal of (and premium, if any) and interest on Obligations of the series shall be payable;

(I) if applicable, the period or periods within which the price or prices at which and the terms and conditions upon which Obligation, of the series may be redeemed, in whole or in part, at the option of the Obligated Group;

(J) the obligation, if any, of the Obligated Group to redeem or purchase Obligations of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions upon which Obligations of the series shall be redeemed or purchased, in whole or in part, pursuant to such Obligation;

(K) the denominations in which Obligations of the series shall be issuable;

(L) if other than the entire principal amount thereof, the portion of the principal amount of Obligations of the series which shall be payable upon the declaration of acceleration of the maturity thereof pursuant to Section 6.02 hereof;

(M) any requirement different than those specified in Article IX hereof with respect to the payment of the Obligations created by such Related Supplement by the deposit of money or securities in advance of the due date of such Obligations;

(N) the purpose for which the Obligations created thereby are being issued, which may be for any Borrowing Purpose of any Member of the Obligated Group;

(O) the nature and amount of consideration to be received in connection with the issuance of the Obligations; and

(P) any other terms of Obligations, which terms shall not be inconsistent with the provisions of this Master Indenture.

SECTION 2.03. CERTAIN OTHER PROVISIONS REQUIRED AND PERMITTED IN RELATED SUPPLEMENTS.

(A) A Related Supplement may provide with respect to Obligations of the series created by such Related Supplement for events which will constitute Events of Default hereunder as if such events were enumerated in Section 6.01(A) hereof.

(B) A Related Supplement may grant such additional rights to the Holders of a particular series of Obligations as do not in any manner impair the rights of the Holders of any other series of Outstanding Obligations, including, without limitation:

(1) the right to institute a suit, action or other proceeding in equity or at law, upon or under or with respect to this Master Indenture seeking any remedy provided under this Master Indenture if the Master Trustee shall have neglected or refused to institute any such action, suit or proceeding;

(2) the right to approve the appointment of a successor Trustee under this Master Indenture;

(3) the right to be deemed the Holder of any Obligation notwithstanding the fact such Obligation is owned or held by a Related Bond Trustee or Related Issuer as security for the payment of Related Bonds;

- (4) the right to receive written notice of the occurrence of any Event of Default;
- (5) the right to approve Supplemental Indentures;
- (6) the right to approve any appointment of any Management Consultant or Insurance Consultant under this Master Indenture; and
- (7) the right to act or direct action by the Master Trustee in case of an Event of Default or otherwise include provision for such Holders to act without intervention of the Master Trustee.

SECTION 2.04. EXECUTION AND AUTHENTICATION OF OBLIGATIONS. Obligations shall be executed for and on behalf of the Obligated Group (but, if directed by the Obligated Group Agent, in the name of the Member or Members of the Obligated Group for whose use the proceeds of the issuance of the Obligations are to be provided as specified in Section 2.02(A) hereof) by an authorized officer of the Obligated Group Agent or such other officer, including any officer of any Member of the Obligated Group, designated in writing by, or in the manner specified in, a resolution of the of the Obligated Group Agent. An Obligation executed in the name of a Member or Members of the Obligated Group shall not affect the joint and several obligation of all Members of the Obligated Group pursuant to Section 4.02 hereof with respect to such Obligation. The signatures, or facsimiles thereof, of all such officers may be mechanically or photographically reproduced on the Obligations. If any officer whose signature appears on any Obligation ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Each Obligation shall be manually authenticated by an authorized signatory of the Master Trustee, without which authentication no Obligation shall be valid or Holder thereof entitled to the benefits hereof.

SECTION 2.05. FORM OF THE MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION. The Master Trustee's authentication shall be substantially in the following form:

TRUSTEE'S AUTHENTICATION CERTIFICATE

This [identity given to the Obligation in a Related Supplement] is one of the Obligations (of the series designated therein) described in the within-mentioned Master Indenture.

Deutsche Bank Trust Company Americas, as Trustee

By: _____
Authorized Signature

SECTION 2.06. CERTAIN CONDITIONS OF ISSUANCE OF OBLIGATIONS. Simultaneously with or prior to the execution, authentication and delivery of Obligations pursuant to this Master Indenture:

(A) there shall be delivered to the Master Trustee an Officer's Certificate to the effect that all requirements and conditions to the issuance of such Obligations, if any, set forth in the Related Supplement have been complied with and satisfied;

(B) the Obligated Group Agent shall have delivered or caused to be delivered to the Master Trustee such opinions, certificates, proceedings, instruments and other documents as the Master Trustee or Related Issuer, if any, may reasonably request; and

(C) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that after giving effect to the issuance of such Obligations, each of the Financial Covenants set forth in Section 5.01 hereof are satisfied.

ARTICLE III

MEMBERSHIP IN THE OBLIGATED GROUP

SECTION 3.01. CONDITIONS FOR MEMBERSHIP IN THE OBLIGATED GROUP. Any Person shall become a Member of the Obligated Group upon satisfaction of all of the following conditions:

(A) Such Person shall execute and deliver to the Master Trustee any appropriate instrument containing the agreement of such Person to become a Member of the Obligated Group under this Master Indenture, and, thereby, to become jointly and severally obligated for the payment, in accordance with their terms, of all Obligations Outstanding hereunder, and subject to compliance with all provisions of this Master Indenture pertaining to a Member of the Obligated Group, including the performance and observance of all covenants and obligations of a Member of the Obligated Group hereunder;

(B) The Master Trustee shall have received an Officer's Certificate to the effect that the Obligated Group Agent consents to such Person becoming a Member of the Obligated Group;

(C) The Master Trustee shall have received an Opinion of Counsel to the effect that:

(1) the conditions contained herein relating to membership in the Obligated Group have been satisfied;

(2) under then existing law, such Person becoming a Member of the Obligated Group will not subject any Outstanding Obligation to the registration provisions of the Securities Act of 1933, as amended (or that such Obligation has been so registered if registration is required);

(3) this Master Indenture will remain exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended, or has so qualified if no longer exempt; and

(4) this Master Indenture and the instrument executed and delivered by such Person in accordance with the foregoing Section 3.01(A) hereof are each valid and binding obligations of such Person, enforceable against such Person in accordance with their terms, provided that such opinion as to enforceability may be qualified to the extent that enforcement of the rights and remedies created by this Master Indenture or such instrument are subject to general principles of equity or to bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights in general; and provided further that such opinion may be qualified to the extent that the making of such instrument or any payment required to be made by such Person pursuant to this Master Indenture or such instrument, with respect to Obligations other than those for which such Person has been identified pursuant to Section 2.02(A) hereof, might constitute a fraudulent conveyance under applicable bankruptcy and insolvency laws;

(D) If there remains Outstanding any Related Bond which is a Tax-Exempt Bond, then the Master Trustee and the applicable Related Issuer and Related Bond Trustee shall have received an Opinion of Counsel to the effect that under then existing law, such Person becoming a Member of the Obligated Group would not cause such Related Bond to no longer be a Tax-Exempt Bond;

(E) The Master Trustee shall have received an Officer's Certificate to the effect that after giving effect to such Person becoming a Member of the Obligated Group, each of the Financial Covenants set forth in Section 5.01 hereof would still be satisfied; and

(F) The Master Trustee shall have received an Officer's Certificate to the effect that, immediately after the admission of such Person to the Obligated Group, the Obligated Group will not be in default in the performance or observance of any covenant or condition to be performed or observed hereunder.

SECTION 3.02. WITHDRAWAL FROM THE OBLIGATED GROUP.

(A) No Member of the Obligated Group may withdraw from the Obligated Group unless:

(1) the Obligated Group Agent consents to such withdrawal;

(2) such Member is not a Member for whose use proceeds of a series of Outstanding Obligations were provided as set forth in a Related Supplement pursuant to Section 2.02(A) hereof;

(3) if there remains Outstanding any Related Bond which is a Tax-Exempt Bond, then the Master Trustee, the applicable Related Issuer and Related Bond Trustee shall have received an Opinion of Counsel to the effect that under then existing law, the withdrawal of the Member of the Obligated Group would not cause such Related Bond to no longer be a Tax-Exempt Bond;

(4) the Master Trustee shall have received an Officer's Certificate to the effect that after giving effect to such Person withdrawing from the Obligated Group, each of the Financial Covenants set forth in Section 5.01 would still be satisfied; and

(5) the Master Trustee shall have received an Officer's Certificate to the effect that, immediately after the withdrawal of such Member from the Obligated Group, the Obligated Group will not be in default in the performance or observance of any covenant or condition to be performed hereunder.

(B) Upon compliance with the conditions contained in Section 3.02(A) hereof, the Master Trustee shall execute any documents reasonably requested by the Obligated Group Agent or withdrawing Member to evidence the termination of such Member's obligations hereunder and under any Supplemental Indenture.

ARTICLE IV

GENERAL REQUIREMENTS OF MEMBERSHIP AND NATURE OF OBLIGATIONS

SECTION 4.01. POWER TO INCUR INDEBTEDNESS ON BEHALF OF MEMBERS OF THE OBLIGATED GROUP. Each Member of the Obligated Group, respectively, by becoming a Member acknowledges that each other Member of the Obligated Group has the power to issue Obligations hereunder, subject to the requirements hereof and of any Related Supplement and of any Supplemental Indenture, under which all Members of the Obligated Group will be jointly and severally obligated.

SECTION 4.02. JOINT AND SEVERAL OBLIGATIONS; INDIVIDUAL OBLIGATION; WAIVER.

(A) Each Member agrees that it will be responsible for making arrangements for the full and timely payment of Obligations as to which it has been identified pursuant to Section 2.02(A) hereof as the Member for whose use the proceeds of such Obligations are provided, and in the event that for any reason any payment with respect to any Obligation should not be made when due, the responsible Member shall immediately notify the Master Trustee, the Obligated Group Agent and all other Members of the Obligated Group in writing of such failure.

(B) Notwithstanding the foregoing Section 4.02(A) hereof, each Member of the Obligated Group hereby unconditionally and irrevocably agrees that it shall be jointly and severally obligated, and hereby agrees, to pay all amounts becoming due and payable on all Obligations issued hereunder according to the terms hereof and thereof. If, for any reason, any payment required pursuant to the terms of any Obligation issued hereunder has not been timely paid, each Member shall be obligated jointly and severally to make such payment.

(C) The issuance of Obligations pursuant to this Master Indenture by the Obligated Group is a common enterprise, and it is the intention of the Obligated Group that each and every Obligation shall constitute the direct Obligation of each and every Member of the Obligated Group, and shall not be a contingent or indirect Obligation. Should, notwithstanding the intention of the Obligated Group and the express language contained herein, the Obligation of any Member of the Obligated Group be construed otherwise, each Member of the Obligated Group hereby unconditionally waives (except to the extent expressly provided herein) diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of its duties hereunder, nonpayment at maturity and indulgences and notices of every kind, and consents to any and all forbearances and extension of the time of payment of the Obligations, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted pursuant to the terms of this Master Indenture, and to any and all substitutions, exchanges or releases of all or any part of the Collateral. The Members of the Obligated Group further agree that they shall have no right of subrogation whatsoever with respect to the Obligations, or to any moneys due and unpaid thereon or any Collateral, unless and until all Holders of the Obligations shall have received payment in full of all sums due in connection with any Obligation.

(D) Each Member of the Obligated Group agrees that their obligation to fully pay the Obligations shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of any Member of the Obligated Group or its estate in bankruptcy resulting from the operation of any present or future provision of the federal bankruptcy laws or other similar laws, or from the decision of any court.

SECTION 4.03. PAYMENT OF PRINCIPAL AND INTEREST. Each Member of the Obligated Group jointly and severally covenants to promptly pay or cause to be paid the principal of and premium, if any, and interest on Obligations issued hereunder at the place, on the dates and in the manner provided herein, in the Related Supplements and in the Obligations according to the terms thereof whether at maturity, upon proceedings for redemption, by acceleration or otherwise.

SECTION 4.04. PARTICULAR COVENANTS, FOLLOWING DEFAULT.

(A) The Members of the Obligated Group warrant, covenant and agree as follows:

(1) after an Event of Default has occurred under this Master Indenture or any of the Obligations Outstanding hereunder, the Obligated Group shall:

(a) furnish to the Master Trustee, in such form and at such intervals as the Master Trustee may request, information adequate to identify the Collateral which is subject to the security interest created hereunder (including its cost and location), and reports with respect to the acquisition and sale of such Collateral;

(b) allow the Master Trustee, upon reasonable notice and at reasonable times, to examine, inspect and make abstracts from, or copy any of the Obligated Group's books and records (relating to the Collateral or otherwise), and to arrange for verification of accounts directly with account debtors or by other methods; and

(c) upon request of the Master Trustee, to assemble the Collateral and make it available to the Master Trustee at any place designated by the Master Trustee, which shall be reasonably convenient to the Master Trustee and the Obligated Group;

(2) the Hospital shall mark its records and the Collateral to clearly indicate the security interest of the Master Trustee hereunder;

(3) at the time any Collateral becomes subject to a security interest hereunder in favor of the Master Trustee, the Members of the Obligated Group shall be deemed to have warranted that:

(a) one Member is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest vested in the Master Trustee; and

(b) except as otherwise permitted in this Master Indenture, none of the Collateral is subject to any security interest other than the security interest being created in favor of the Master Trustee, for and on behalf of the Obligation Holders, and there are no financing statements with respect thereto on file other than in favor of the Master Trustee except for Permitted Liens and financing statements evidencing the same; and

(4) the Members of the Obligated Group will keep the Collateral free at all times from any and all liens, security interests or encumbrances except for Permitted Liens;

(5) the Members of the Obligated Group shall permit the Master Trustee or its agents or attorneys, upon reasonable notice and at reasonable times, to inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located;

(6) to the extent permitted by applicable law, the Members of the Obligated Group shall do all acts and things and will execute all writings to establish, maintain and continue a perfected and valid security interest of the Master Trustee in the Collateral as provided in the Master Indenture, and shall promptly, on demand, pay all costs and expenses of filing and recording all instruments, including the costs of any searches by the Master Trustee, to establish and determine the validity and the priority of the Master Trustee's security interests;

(7) the Members of the Obligated Group shall pay promptly, and within the time that they can be paid without interest or penalty, all taxes, governmental charges, assessments and similar imposts and charges at any time levied or assessed upon or against the Collateral which are now, or hereafter may become, a lien, charge or encumbrance upon any of the Collateral, except to the extent contested in good faith as permitted in this Master Indenture, provided, however, that if any Member of the Obligated Group fails to pay any such taxes, assessments or other imposts or charges, the Master Trustee shall have the option to make such payment on behalf of such Member of the Obligated Group, and the Members agree hereby to repay the Master Trustee forthwith all amounts so expended by the Master Trustee, with interest at the rate of two percentage points above the stated prime lending rate of the Master Trustee in effect from time to time; and

(8) after an Event of Default, the Obligated Group shall reimburse the Master Trustee, in accordance with the provisions of the Uniform Commercial Code, for all expenses, including reasonable attorney fees and legal expenses, incurred by the Master Trustee in enforcing performance of the Obligated Group's obligations hereunder, in defending the Master Trustee's security interests and the priority thereof, or in pursuing any of the Master Trustee's or Obligation Holders' rights or remedies hereunder.

(B) If directed in writing by the Master Trustee upon the occurrence of any Event of Default, or when required by this Master Indenture, the Obligated Group shall, with respect to the Collateral:

(1) take appropriate action to collect and enforce payment of all accounts;

(2) endorse to the Master Trustee and forthwith deliver to the Master Trustee all such payments in the form received by the Obligated Group, without commingling such payments with any funds belonging to the Members of the Obligated Group;

(3) hold in trust for the Master Trustee all Collateral in which a security interest is granted hereunder; and

(4) forthwith deliver to the Master Trustee all property in the Obligated Group's possession or thereafter coming into its possession through enforcement of any such rights or security interests.

(C) The Master Trustee shall have no duty as to the collection or protection of Collateral or the proceeds thereof, nor as the preservation of any rights pertaining thereto, beyond the use of reasonable care in the custody and preservation of Collateral, if any, in the possession of the Master Trustee. The Obligated Group shall take all steps necessary to preserve rights against prior parties with respect to instruments and chattel paper of each Member of the Obligated Group, if any, in the possession of the Master Trustee.

(D) In the event of acceleration of indebtedness upon the occurrence of an Event of Default hereunder, the Master Trustee shall have and may exercise any one or more of the rights and remedies

provided hereunder or by law to a secured party, including, without limitation, the right to take possession and sell, lease or otherwise dispose of any or all of the Collateral.

(E) The Obligated Group shall, upon the occurrence of an Event of Default hereunder, and if not waived or cured as permitted hereunder, upon request of the Master Trustee, notify the account debtors or obligors of the security interest of the Master Trustee in any accounts subject to the security interest created hereunder, and to direct payment thereof to the Master Trustee.

(F) The proceeds of any sale or other disposition of Collateral authorized by this Master Indenture shall be applied in accordance with the provisions of Section 6.04 hereof. The Obligated Group shall remain liable for any deficiency and shall pay the same to the Master Trustee immediately upon demand.

(G) Nothing herein contained is intended, nor shall it be construed, to preclude the Master Trustee, or the Obligation Holders, from pursuing any other remedy provided by law for the collection of the indebtedness or any portion thereof, or the enforcement of any other Obligations issued hereunder, or for the recovery of any other sum to which the Master Trustee, or the Obligation Holders, may be or become entitled under the Master Indenture.

(H) No waiver of default shall be effective unless it is in writing signed by an officer of the Master Trustee, and no waiver of any default or forbearance on the part of the Master Trustee in enforcing any of its rights under this Master Indenture shall operate as a waiver of any other default or of the same default on a future occasion or of such right.

(I) The security interest created hereunder shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Uniform Commercial Code. Until terminated, the security interests hereby created shall continue in full force and effect and shall secure and be applicable to all outstanding Obligations.

(J) Until termination of the security interest created hereunder, the Master Trustee shall have and may exercise any and all of the rights and remedies given by this Master Indenture, or given to a secured party under the Uniform Commercial Code. This Master Indenture and all such rights and remedies shall inure to the benefit of the Master Trustee's successors and assigns and to any other holder who derives from the Master Trustee title to or an interest in the indebtedness or any other obligations of the Obligated Group and the legal representatives, successors and assigns of the Obligated Group.

(K) The Master Trustee neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Master Trustee is an assignee of contract rights.

(L) The current address of the Obligated Group's principal place of business, and the location of its records, is 2233 State Route 86, Saranac Lake, New York 12983.

ARTICLE V

**PARTICULAR COVENANTS OF EACH MEMBER
OF THE OBLIGATED GROUP**

SECTION 5.01. FINANCIAL COVENANTS.

(A) The Obligated Group shall maintain on an annual basis a Debt Service Coverage Ratio of at least 1.20 to 1.00. The measurement date for testing the Debt Service Coverage Ratio shall be the last day of each Fiscal Year, commencing with December 31, 2012.

(B) The Obligated Group shall maintain, as of December 31 of each year, commencing with December 31, 2012, a Capitalization Ratio of not greater than 65%.

(C) The Obligated Group shall maintain as of June 30 and December 31 of each year, commencing with December 31, 2012, Days of Cash on Hand of at least 50.

(D) The Obligated Group will not incur or guaranty any Indebtedness not outstanding on the date of issuance of the Initial Obligations except for:

(1) Long-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Long-Term Indebtedness (i) the Debt Service Coverage Ratio as of the most recent calculation date would have been at least 1.25:1.00 and (ii) the Capitalization Ratio as of the most recent calculation date would have been not greater than 65%;

(2) Short-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Short-Term Indebtedness the incurrence tests set forth in (A)(1) above would have been satisfied.

SECTION 5.02. BUSINESS AND ORGANIZATIONAL COVENANTS. Each Member of the Obligated Group shall:

(A) Keep, and shall cause each of its Affiliates to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of each Member of the Obligated Group and each of its Affiliates, so as to permit the Obligated Group to present financial statements prepared in accordance with GAAP consistently applied;

(B) Preserve its corporate existence and all its rights, franchises and licenses to the extent necessary or desirable in the operation of its business affairs, and remain qualified to do business in the State and in each jurisdiction where its ownership of Property or the conduct of its business requires such qualification; provided, however, that nothing herein contained shall be construed to obligate a Member to retain or preserve any of its rights or licenses no longer used or, in the judgment of the Obligated Group Agent, useful in the conduct of that Member's business;

(C) Conduct its affairs and carry on its business and operations in such manner as to comply in all material respects with any and all applicable laws of the United States and the State, and duly observe and conform to all valid orders, regulations or requirements of any governmental authority relative to the conduct of its business and the ownership of its Property; provided, nevertheless, that nothing herein contained shall require the Member to comply with, observe and conform to any such law, order, regulation or requirement of any governmental authority which would have a material adverse

impact on the Obligated Group's financial condition or its ability to conduct its businesses, or would affect the validity or enforceability of this Master Indenture, or so long as the validity or application thereof shall be contested in good faith;

(D) Promptly pay or otherwise satisfy and discharge all of its Obligations and Indebtedness and all demands and claims against it as and when the same become due and payable, other than any such obligations (exclusive of Obligations of the Member issued hereunder) whose validity, amount or collectability is being contested in good faith by appropriate proceedings; provided that, if by continued non-payment of any such sums, the security created hereunder would be impaired, or any material portion of the Property would be subject to imminent loss or forfeiture, then such sums shall be paid immediately;

(E) Not merge or consolidate with, or sell or convey substantially all of its assets to any Person that is not a Member of the Obligated Group, unless:

(1) the successor corporation shall be organized and existing under the laws of the United States of America or a state thereof, and shall expressly assume the due and punctual payment of the principal of, premium, if any, interest on and all other amounts payable in respect of all Outstanding Obligations, and the due and punctual performance and observance of all of the covenants and conditions of this Master Indenture and instruments evidencing other Parity Indebtedness, if any, to be performed or observed by the Member;

(2) the Member or such successor corporation, as the case may be, immediately after such merger or consolidation, or such sale or conveyance, would not be in default in the performance or observance of any covenant or condition hereunder;

(3) the Financial Covenants set forth in Section 5.01 hereof shall continue to be satisfied;

(4) such successor corporation shall expressly assume in writing the full and faithful performance of the Member's duties and obligations hereunder and under the Related Financing Agreement to the same extent as if such successor corporation has been the original borrower under such Related Financing Agreement; and

(5) there shall have been delivered to the Master Trustee an Opinion of Counsel to the effect that the consummation of such merger, consolidation, or substantial sale or conveyance will not cause any Outstanding Related Bonds which are Tax-Exempt Bonds to no longer be Tax-Exempt Bonds;

provided, however, that a Member of the Obligated Group may dispose of or transfer any assets or property in the normal course of its business and may also make the following Permitted Dispositions whether or not they are undertaken in the normal course of business;

(1) the disposition of Property if the book value of such Property disposed of in any one Fiscal Year is not in excess of ten percent (10%) of the gross book value of the Property of the Obligated Group;

(2) the disposition of Property in the case of any proposed or potential condemnation or taking for public or quasi-public use of the Property or any portion thereof;

(3) the disposition of Property to any Person if such Property has, or within the next succeeding twenty-four (24) calendar months is reasonably expected to, become inadequate, obsolete,

worn out, unsuitable, unprofitable, undesirable or unnecessary and the disposition thereof will not (if applicable) impair the structural soundness of the remaining Property;

- (4) the disposition of Property in the ordinary course of business;
- (5) the disposition of Property that does not constitute part of the health care facilities of the Obligated Group;
- (6) the disposition of Property if such Property is replaced promptly by other Property of comparable utility or worth;
- (7) the disposition of Property constituting the sale, assignment or other disposition of accounts receivable, provided that the transaction is commercially reasonable and for consideration deemed fair and adequate in an Officer's Certificate delivered to the Master Trustee;
- (8) the disposition of Property to another Member of the Obligated Group; and
- (9) the disposition of Property in connection with a permitted reorganization under Section 5.02(E);

(F) Furnish to the Master Trustee and to any Beneficial Owner owning One Million (\$1,000,000) or more of the Obligations who shall request a copy in writing of the following:

(1) within one-hundred fifty (150) days after the end and as of the close of each Fiscal Year, the annual audited financial statements of the Members of the Obligated Group for such Fiscal Year, reported on by an accountant (together with a calculation of the Financial Covenants set forth in Section 5.01 hereof); and

(2) within forty-five (45) days after the end of each quarter of each Fiscal year, the unaudited financial statements of the Members of the Obligated Group for each of such quarter (together with a calculation of the Financial Covenants set forth in Section 5.01 hereof), prepared by or under the supervision of the chief financial officer of the Obligated Group Agent;

(3) within ten (10) days prior to the end of each Fiscal Year, a budget for the succeeding Fiscal Year; and

(4) within forty-five (45) days after the end of each Fiscal Year, an Officer's Certificate stating that (a) to the best of the knowledge of said person signing the Officer's Certificate, no Event of Default hereunder has occurred or is continuing and (b) the Institution is in compliance with the Financial Covenants set forth in Section 5.01 hereof.

SECTION 5.03. PROPERTY COVENANTS.

(A) Each Member of the Obligated Group shall, with regard to Property constituting part of the Collateral:

(1) at all times cause such Property to be maintained, preserved and kept in good repair, working order and condition, in material compliance with all State and federal environmental laws, and all needful and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing herein contained shall be construed:

(a) to prevent any Member from ceasing to operate any portion of such Property either temporarily or permanently, or from selling or otherwise disposing of the such Property as permitted hereunder; and

(b) to obligate any Member to use, retain, preserve, repair, renew or replace any Property, leases, rights, privileges or licenses that, in the judgment of the Obligated Group Agent, are no longer useful in the conduct of the Member's business;

(2) promptly pay and discharge, before the same become delinquent, all taxes, governmental charges and assessments of whatever nature which may be levied or assessed against them or any of such Property, unless and to the extent only that such taxes or assessments shall be contested in good faith by appropriate proceedings;

(3) procure and maintain all licenses, permits, approvals, certifications and accreditations issued by any governmental agencies or private accrediting bodies which are deemed by the Obligated Group Agent to be necessary for the maintenance of Property, conduct of operations and performance of its obligations hereunder, and will not do, suffer or permit any act or thing to be done, whereby the rights of the Members of the Obligated Group to transact their functions might or could be terminated, or their operations and activities materially adversely restricted, or whereby the repayment of Obligations issued hereunder might or could be materially hindered, delayed or otherwise impeded;

(4) not create, assume, incur or permit to exist any Lien, security interest or charge on any of its Gross Revenues or other Collateral, except for Permitted Liens; and

(5) maintain insurance covering such risks of an insurable nature and of the character usually insured by organizations operating similar properties and engaged in similar operations in such amounts as are customarily carried in respect of such risks.

(6) file in the office of the New York State Department of State, Uniform Commercial Code Unit financing and continuation statements required to be filed pursuant to the Uniform Commercial Code of the State in order to perfect and to maintain the perfection of the security interests created by this Master Indenture.

(7) furnish, from time to time, satisfactory evidence to the Master Trustee of the recording and filing of all financing statements, continuation statements and other instruments necessary to preserve, perfect and maintain the perfection of any Lien granted by this Master Indenture.

(B) Insurance proceeds with respect to any casualty loss and condemnation awards with respect to any such Property shall be applied in accordance with the following provisions:

(1) Insurance proceeds with respect to any casualty loss or condemnation awards relating to such Property financed with an Obligation or Obligations shall be remitted by the Master Trustee or Obligated Group Member as applicable to the trustee or lender as provided in the applicable Related Financing Agreement and, in the case of such Property being financed with multiple Obligations, such remittance will be made on a pro rata basis between such Obligations.

(2) Subject to Section 5.03(B)(1) hereof, amounts received by any Member of the Obligated Group as insurance proceeds with respect to any casualty loss or as condemnation

awards with respect to any other such Property shall be paid to such Member and may be used for any lawful purpose.

(C) Members of the Obligated Group shall not cause or permit any liens or encumbrances on the Collateral, except for the following Permitted Liens:

(1) the rights of the Master Trustee created under this Master Indenture and Liens securing all Obligations issued hereunder on a parity basis;

(2) the rights of Related Bond Trustees and Related Issuers created under Related Bond Indentures and Related Financing Agreements, respectively;

(3) any lien granted to one or more lenders or lessors in connection with the creation or continuance of subordinated Indebtedness permitted hereunder;

(4) any lien, encumbrance or charge which is subordinate in all respects to the lien of this Master Indenture;

(5) any lien arising by reason of a good faith deposit, a deposit to a Debt Service Reserve Fund or similar fund, or an Irrevocable Deposit to a Special Redemption Fund;

(6) liens for taxes, assessments and other governmental charges not delinquent or which can be paid without penalty;

(7) unfiled inchoate mechanic's and materialmen's liens for construction work in progress;

(8) workmen's, repairmen's, warehousemen's, landlord's and carrier's liens and other similar liens;

(9) easements, rights-of-way, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and other encumbrances or defects in title, if they do not individually or in the aggregate materially impair the use of the Collateral or detract from the value thereof to the Obligated Group;

(10) any lien (including those referred to above) for the satisfaction and discharge of which a sum of money is on deposit with a fiduciary or trustee and pledged to and sufficient to satisfy such lien or resulting from the entry of a judgment which is the subject of perfected appeal proceedings or as to which the time within which an appeal therefrom may be perfected has not yet expired (but only so long as no Person in favor of whom such judgment was rendered has taken any action to enforce the lien resulting from such judgment);

(11) liens on Property received by Members of the Obligated Group through gifts, grants or bequests, such liens being due to restrictions imposed by the donor, grantor or testator on such gifts, grants or bequests of property or the income therefrom or such liens having been in existence at the time of such gift, grant or bequest;

(12) liens arising by reason of deposits or pledges in connection with leases of real estate, bids, contracts (other than contracts for the payment of money), or to secure statutory obligations or surety or performance bonds or other pledges of like nature and all in the ordinary course of business;

(13) rights and duties, and liens and encumbrances, created pursuant to or permitted by the provisions of this Master Indenture;

(14) liens and encumbrances on Property of Members of the Obligated Group, or any mortgage, security interest or other lien or encumbrance with respect to any property of any Person which becomes Collateral which is existing on the date that such Person becomes a Member of the Obligated Group or shall merge into or whose assets shall otherwise be acquired by a Member of the Obligated Group in a transaction permitted by this Master Indenture, and which shall not have been incurred in contemplation of such merger or acquisition; provided that:

(a) no such mortgage, security interest, lien or encumbrance so described or the indebtedness secured thereby may be extended or renewed (which terms shall not apply to the filing of any continuation statements under the Uniform Commercial Code) or modified to apply to any property of any obligor not subject to such mortgage, security interest, lien or encumbrance on the date of such merger or acquisition, except to the extent that such mortgage, security interest, lien or encumbrance, as so extended, renewed or modified could have been granted or created under any provision of this Master Indenture;

(b) no additional Indebtedness may thereafter be incurred that is secured by such lien; and

(c) no lien so described was created in order to avoid the limitations contained in this Master Indenture or the impositions of liens upon the Security;

(15) leases which relate to property which is of the type that is customarily the subject of leases, including, without limitation, equipment leases, office space for physicians and educational institutions, food service facilities, parking facilities, health and beauty;

(16) purchase money security interests and other security interests created in equipment owned or acquired by a Member of the Obligated Group;

(17) any lien arising out of a capitalized lease;

(18) rights of set-off and banker's liens with respect to funds on deposit in a financial institution in the ordinary course of business;

(19) Liens on accounts receivable arising as a result of the sale, pledge, factoring or encumbrance with respect to such accounts receivable, with or without recourse, provided that such Liens do not exceed in the aggregate ten percent (10%) of net accounts receivable of the Obligated Group for the most recent audited Fiscal Year; and

(20) liens and encumbrances described on **Exhibit A** annexed hereto and incorporated herein by reference thereto.

ARTICLE VI

DEFAULT AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT.

(A) An Event of Default, as used herein, shall mean any of the following events:

(1) the failure to make any payment of the principal of, the premium, if any, and interest on any Obligation issued and Outstanding hereunder when and as the same shall become due and payable, whether at maturity, by proceedings for redemption, by acceleration or otherwise, in accordance with the terms thereof, of this Master Indenture or a Related Supplement taking into account any applicable grace period;

(2) the failure by any Member of the Obligated Group to observe or perform any covenant or agreement on its part under this Master Indenture for a period of 30 days (or such longer period as permitted in writing by the Master Trustee) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Obligated Group Agent by the Master Trustee, or to the Obligated Group Agent and the Master Trustee by the Holders of at least 51% in aggregate principal amount of Obligations then Outstanding; provided, however, that if the failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if:

(A) such failure is not the result of financial inability to comply;

(B) such failure can be corrected; and

(C) corrective action can be instituted within such period and diligently pursued until the failure is corrected (as to which efforts the Master Trustee be regularly advised by the Obligated Group Agent);

(3) an event of default added pursuant to any Supplemental Indenture; or

(4) an event of default shall occur under a Related Bond Indenture or Related Bond Loan Agreement.

(B) The provisions of Section 6.01(A)(2) hereof are subject to the following limitation: If by reason of force majeure, any Member is unable in whole or in part to carry out its agreements on its part contained herein, such Member shall not be deemed in default during the continuance of such disability. The term "force majeure" includes the following: acts of God, strikes, lockouts or other employee disturbances, acts of public enemies, validly issued orders of any kind of the government of the United States of America, the state or states in which such Member is doing business, or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, imposed due to factors not within the control of such Member, and having a material effect on its ability to carry out its agreements hereunder, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or similar acts or events other than financial not within the control of such Member.

SECTION 6.02. ACCELERATION; ANNULMENT OF ACCELERATION.

(A) Upon the occurrence and during continuation of an Event of Default hereunder, the Master Trustee may and, upon the written request of the Holders of not less than fifty one percent (51%) in aggregate principal amount of Obligations Outstanding (other than Obligations which represent Non-Recourse Indebtedness), shall, by notice to the Obligated Group Agent, declare the principal amount of all Obligations Outstanding immediately due and payable, whereupon such principal amount shall become and be immediately due and payable, anything in the Obligations or herein to the contrary notwithstanding.

(B) At any time after the principal of the Outstanding Obligations shall have been so declared to be due and payable and before the entry of final judgment or decree on any suit, action or proceeding instituted on account of such default, if:

(1) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay all installments of interest, and interest on installments of interest and principal to the extent permitted by law at the rate prescribed in the Obligations and principal or redemption prices then due (other than the principal then due only because of such declaration) of all Obligations outstanding;

(2) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Master Trustee and any paying agents;

(3) all other amounts then payable by the Obligated Group hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Master Trustee; and

(4) every Event of Default (other than a default in payment of the principal of such Obligations then due only because of such declaration) shall have been remedied, then the Master Trustee may annul such declaration and its consequences with respect to any Obligations or portions thereof not then due by their terms. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 6.03. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES.

(A) Upon the occurrence and continuance of any Event of Default, the Master Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Obligations Outstanding, together with indemnification of the Master Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Obligation Holders hereunder by such suit, actions or proceedings as the Master Trustee shall deem expedient, including but not limited to:

(1) Enforcement of the right of the Obligation Holders to collect and enforce the payment of amounts due or becoming due under the Obligations;

(2) Suit upon all or any part of the Obligations;

(3) Civil action to require any Person holding moneys, documents or other property pledged to secure payment of amounts due or to become due on the Obligations to account as if it were the Master Trustee of an express trust for the Obligation Holders;

(4) Civil action to enjoin any acts or things, which may be unlawful or in violation of the rights of the Obligation Holders or to enforce specifically any covenant, obligation or agreement contained herein; and

(5) Enforcement of the provisions of this Master Indenture or any other right of the Obligation Holders conferred by law or hereunder including (to the extent this Master Indenture may lawfully provide) court costs, reasonable attorneys fees and other costs and expenses incurred in enforcing the provisions of this Master Indenture and the rights of the Obligation Holders.

(B) Upon the happening of an Event of Default, the Master Trustee, if requested in writing by the Holders of not less than fifty one (51%) in aggregate principal amount of Obligations then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may deem necessary or expedient:

(1) to prevent any impairment of the security hereunder or any acts which may be unlawful or in violation hereof; or

(2) to preserve or protect the interests of the Holders, provided that such request and the action to be taken by the Master Trustee are not in conflict with any applicable law or the provisions hereof and is not unduly prejudicial to the interest of the Obligation Holders not making such request.

SECTION 6.04. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT.

(A) During the continuance of an Event of Default, all moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of this Article, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of amounts due the Master Trustee under Section 7.05 hereof, shall be applied as follows:

(1) Unless the principal of all Outstanding Obligations shall have become or have been declared due and payable:

FIRST: To the payment of the Persons entitled thereto of all installments of interest then due on Obligations in the direct order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Persons entitled thereto of the unpaid principal installments of any Obligations which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates, and if the amounts available shall not be sufficient to pay in full all Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal installments due on such date, to the Person entitled thereto, without any discrimination or preference.

(2) If the principal of all Outstanding Obligations shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon Obligations without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Obligations over

any other Obligations, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

(3) If the principal of all Outstanding Obligations shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of Section 6.04(A)(1) hereof, in the event that the principal of all Outstanding Obligations shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 6.04(A)(2) hereof.

(B) Whenever moneys are to be applied by the Master Trustee pursuant to the provisions of this Section 6.04(B) hereof, such moneys shall be applied by it at such times, and from time to time, as the Master Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Master Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Master Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of an Obligation unless such Obligation and unmatured coupons, if any, appertaining to such Obligation shall be presented to the Master Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(C) Whenever the principal on all Obligations and interest thereon has been paid under the provisions of this Section and all fees, expenses and charges of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive the same, if no other Person shall be entitled thereto, then the balance shall be paid to the Members of the Obligated Group, their successors, or as a court of competent jurisdiction may direct.

SECTION 6.05. REMEDIES NOT EXCLUSIVE. No remedy by the terms hereof conferred upon or reserved to the Master Trustee or the Obligation Holders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof.

SECTION 6.06. REMEDIES VESTED IN THE MASTER TRUSTEE. All rights of action (including the right to file proof of claims) hereunder or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Master Trustee may be brought in its name as the Master Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Obligations. Subject to the provisions of Section 6.04 hereof, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Obligations.

SECTION 6.07. OBLIGATION HOLDERS; CONTROL OF PROCEEDINGS. If an Event of Default shall have occurred and be continuing, notwithstanding anything herein to the contrary, the Holders of at least a majority in aggregate principal amount of Obligations then Outstanding shall have the right, at any time, by any instrument in writing executed and delivered to the Master Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of any terms and conditions hereof or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is not in conflict with any applicable law or the provisions hereof (including indemnity to the Master Trustee as provided herein) and is not unduly prejudicial to the interest of Obligation Holders not joining in such direction and provided further than nothing in this Section 6.07

shall impair the right of the Master Trustee in its discretion to take any other action hereunder which it may deem proper and which is not inconsistent with such direction by Obligation Holders.

SECTION 6.08. TERMINATION OF PROCEEDINGS. In case any proceeding taken by the Master Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Master Trustee or to the Obligation Holders, then the Members of the Obligated Group, the Master Trustee and the Obligation Holders shall be restored to their former position and rights hereunder, and all rights, remedies and powers of the Master Trustee and the Obligation Holders shall continue as if no such proceeding had been taken, except to the extent that any of such rights, remedies and powers shall have been limited by an adverse determination.

SECTION 6.09. WAIVER OF EVENT OF DEFAULT.

(A) No delay or omission of the Master Trustee or of any Obligation Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or any acquiescence therein. Every power and remedy given by this Article VI to the Master Trustee and the Obligation Holders, respectively, may be exercised from time to time and as often as may be deemed expedient by them.

(B) The Master Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(C) Notwithstanding anything contained herein to the contrary, the Master Trustee, upon written request of the Holders of at least a majority of the aggregate principal amount of Obligations then Outstanding, shall waive any Event of Default hereunder and its consequences; provided, however, that, except under the circumstances set forth in Section 6.02(B) hereof, a default in the payment of the principal of, premium, if any, or interest on any Obligations, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Obligations at the time Outstanding.

(D) In case of any waiver by the Master Trustee of an Event of Default hereunder, the Members of the Obligated Group, the Master Trustee and the Obligation Holders shall be restored to their former positions and right hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

SECTION 6.10. APPOINTMENT OF RECEIVER.

(A) Upon the occurrence of any Event of Default unless the same shall have been waived as herein provided, the Master Trustee shall be entitled as a matter of right if it shall so elect:

(1) forthwith and without declaring the principal of the Obligations to be due and payable;

(2) after declaring the same to be due and payable; or

(3) upon the commencement of an action to obtain the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Master Trustee or the Obligation Holders, to the appointment of a receiver or receivers of any or all of the Property of the Obligated Group with such powers as the court making such appointment shall confer.

(B) Each Member of the Obligated Group, respectively, hereby consents and agrees, and will, if requested by the Master Trustee, consent to the appointment of such receiver and such receiver may be given the right, power and authority, to the extent the same may lawfully be given, to take possession of and operate and deal with such Property and the revenues, profits and proceeds therefrom, with like effect as the Member of the Obligated Group could do so, and to borrow money and issue evidences of indebtedness as such receiver.

SECTION 6.11. REMEDIES SUBJECT TO PROVISIONS OF LAW. All rights, remedies and powers provided by this Article VI may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all of the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this instrument or the provisions hereof invalid or unenforceable under the provisions of any applicable law.

SECTION 6.12. NOTICE OF EVENT OF DEFAULT. The Master Trustee shall, within 15 days after a Responsible Officer of the Master Trustee has actual knowledge of the occurrence of an Event of Default, mail to all Obligation Holders as the name and addresses of such Holders appear upon the books of the Master Trustee and each Rating Agency maintaining a solicited rating on Outstanding Related Bonds, notice of such Event of Default so known to the Master Trustee, unless such Event of Default shall have been cured before the giving of such notice.

ARTICLE VII
THE MASTER TRUSTEE

SECTION 7.01. CERTAIN DUTIES AND RESPONSIBILITIES.

(A) Except during the continuance of an Event of Default:

(1) the Master Trustee shall undertake to perform such duties and only such duties as are specifically set forth in this Master Indenture, and no implied covenants or obligations shall be read into this Master Indenture against the Master Trustee; and

(2) in the absence of willful misconduct on its part, the Master Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Master Trustee and conforming to the requirements of this Master Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Master Trustee, the Master Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Master Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(B) In case an Event of Default has occurred and is continuing, the Master Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.

(C) No provision of this Master Indenture shall be construed to relieve the Master Trustee from liability for its own negligent actions, its own negligent failures to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to limit the effect of Section 7.01(A) hereof;

(2) the Master Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Master Trustee was negligent in ascertaining the pertinent fact;

(3) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee, under this Master Indenture; and

(4) no provision of this Master Indenture shall require the Master Trustee to expend or risk its own fund a or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(D) Whether or not therein expressly so provided, every provision of this Master Indenture relating to the conduct or affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section 7.01 hereof.

SECTION 7.02. CERTAIN RIGHTS OF MASTER TRUSTEE. Subject to Section 7.01 hereof,

(A) The Master Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, obligation, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Master Trustee shall not be liable for any action taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed under this Master Indenture or omitted to be taken by it by reason of the lack of direction or instruction by which it is governed under this Master Indenture or omitted to be taken by it by reason of the lack of direction or instruction required for such action, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment or consent or other action by the Master Trustee is called for by this Master Indenture, the Master Trustee may defer such action pending receipt of such evidence, if any, as it may reasonably require in support thereof. A permissive right or power to act shall not be construed as a requirement to act. The Master Trustee shall not in any event be liable for the application or misapplication of funds, or for other acts or defaults, by any person, firm or corporation except by its own directors, officers, agents, and employees. No recourse shall be had by any Member or any Obligation Holder for any claim based on this Master Indenture or any obligation against any director, officer, agent or employee of the Master Trustee unless such claim is based upon the bad faith, fraud or deceit of such person.

(B) Any request or direction of any Member of the Obligated Group shall be sufficiently evidenced by an Officer's Certificate and any action of a governing body of any Member of the Obligated Group may be sufficiently evidenced by a copy of a resolution certified by the secretary or an assistant secretary of the Member of the Obligated Group to have been duly adopted by such governing body and to be in full force and effect on the date of such certification and delivered to the Master Trustee.

(C) Whenever in the administration of this Master Indenture the Master Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Master Trustee (unless other evidence be herein specifically prescribed) may, in the absence of willful misconduct on its part, conclusively rely upon an Officer's Certificate.

(D) The Master Trustee may act upon the opinion or advice of counsel (who may be counsel for any Obligation Holder), accountants, engineers or surveyors selected by it in the exercise of reasonable care and the written advice or opinion of such Person or Persons shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in conclusive reliance thereon.

(E) The Master Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Master Indenture at the request or direction of any of the Obligation Holders pursuant to this Master Indenture, unless such Obligation Holder shall have offered to the Master Trustee reasonable security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. In any case where more than one Obligation Holder is providing indemnity to the Master Trustee hereunder, such indemnity shall be several and not joint and, as to each Obligation Holder, such indemnity obligation shall not exceed its percentage interest of Outstanding Obligations. If provided indemnity hereunder, the Master Trustee shall utilize counsel or other advisors designated by a majority in interest of the indemnifying Obligation

Holders to whom the Master Trustee has no reasonable objection and, in the event the Master Trustee requires independent counsel, the costs and expenses thereof shall be for its own account and the Master Trustee shall not have any right for reimbursement from the Obligated Group or the Obligation Holders.

(F) Except as specifically provided in this Master Indenture, the Master Trustee shall not be required to monitor the financial condition of any Member or the physical condition of the Property and shall not have any responsibility with respect to reports, notices, certificates or other documents filed or to be filed with it hereunder. The Master Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, but the Master Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Master Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of any Member of the Obligated Group, personally or by agent or attorney and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation. The reasonable expense of every such examination shall be paid by the Obligated Group or, if paid by the Master Trustee, shall be repaid by the Obligated Group upon demand.

(G) The Master Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Master Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(H) The Master Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Master Indenture.

(I) In no event shall the Master Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Master has been advised of the likelihood of such loss or damage and regardless of the form of action.

(J) The rights, privileges, protections, immunities and benefits given to the Master Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Master Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(K) In the event that the Master Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any obligation for the benefit of another, which in the Master Trustee's sole discretion may cause the Master Trustee to incur potential liability for any Environmental Claim, the Master Trustee reserves the right, instead of taking such action, to either resign as the Master Trustee or arrange for the transfer of the title or control of the asset to a court-appointed receiver. The Master Trustee shall not be liable to the Members, any Obligation Holder or any other Person for any Environmental Claims by reason of the Master Trustee's actions and conduct as authorized, empowered and directed under this Master Indenture or any Financing Documents.

SECTION 7.03. RIGHT TO DEAL IN OBLIGATIONS AND RELATED BONDS. The Master Trustee may in good faith buy, sell or hold and deal in any Obligations and Related Bonds with like effect as if it were not the Master Trustee and may commence or join in any action which an Obligation Holder

or holder of a Related Bond is entitled to take with like effect as if the Master Trustee were not the Master Trustee.

SECTION 7.04. REMOVAL AND RESIGNATION OF THE MASTER TRUSTEE.

(A) The Master Trustee may resign, and may be removed at any time by an instrument or instruments in writing signed by the Holders of not less than 51% of the principal amount of Obligations then Outstanding. Any such resignation or removal shall not become effective until thirty (30) days after notice of such resignation or removal shall have been given as provided herein nor unless and until a successor Trustee has been appointed and has assumed the trusts created hereby. Written notice of such resignation or removal shall be given to the Obligated Group Agent and to each Holder of Obligations then Outstanding. A successor Trustee may be appointed at the direction of the Holders of not less than 51% in aggregate principal amount of Obligations Outstanding; but if no such appointment is made, the Obligated Group Agent shall appoint a successor Trustee. In the event a successor Trustee has not been appointed and qualified within thirty (30) days of the date notice of resignation or removal is given the Master Trustee, the Obligated Group Agent or any Obligation Holder may apply to any court of competent jurisdiction, at the expense of the Obligated Group Agent, for the appointment of a successor Trustee to act until such time as a successor is appointed as above provided.

(B) The Master Trustee may be removed and a successor appointed at any time by an instrument in writing signed by the Obligated Group Agent provided there is no Event of Default hereunder. Written notice of such removal and of the appointment of such successor shall be given to each Holder of Obligations then Outstanding and such removal shall take effect upon the qualification of such successor Master Trustee.

(C) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Master Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do and doing trust business in one or more states of the United States of America and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(D) Every successor Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Obligated Group Agent an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(E) Each successor Trustee, not later than ten days after its assumption of the duties hereunder, shall mail a notice of such assumption to each registered Holder of Obligations.

SECTION 7.05. COMPENSATION AND REIMBURSEMENT.

(A) Each Member of the Obligated Group, respectively, agrees:

(1) to pay the Master Trustee from time to time such reasonable compensation as agreed in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) upon an Event of Default hereunder, to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence or willful misconduct; and

(3) to indemnify the Master Trustee for, and to hold it harmless against, any loss, liability or expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against any such claim (whether asserted a Member of the Obligated Group or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The respective obligations of the Obligated Group Members under this subsection 705(A) to compensate the Master Trustee, to pay or reimburse the Master Trustee for expenses, disbursements, or advances and to indemnify and hold harmless the Master Trustee shall survive satisfaction and discharge of this Master Indenture.

(B) As security for the performance of the Members of the Obligated Group under this Section 7.05 hereof, the Master Trustee shall have a lien prior to any Obligation upon all property and funds held or collected by the Master Trustee as such, except funds held in trust for the payment of principal of or interest or premiums, if any, on Obligations.

SECTION 7.06. RECITALS AND REPRESENTATIONS.

(A) The recitals, statements and representations contained herein, or in any Obligation (excluding the Master Trustee's authentication on the Obligations) shall be taken and construed as made by and on the part of the Members of the Obligated Group, and not by the Master Trustee, and the Master Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(B) The Master Trustee makes no representations as to, and is not responsible for, the validity or sufficiency hereof, of the Obligations, or the validity or sufficiency of insurance to be provided. The Master Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or sufficiency of such document. The Master Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions here duty of inquiry with respect to any default or Events of Default described herein without actual knowledge thereof by a Responsible Officer of the Master Trustee in its Corporate Department or receipt by the Master Trustee of written notice of a default or an Event of Default from a Member of the Obligated Group or any Holder.

SECTION 7.07. SEPARATE OR CO-TRUSTEE.

(A) At any time or times, for the purpose of meeting any legal requirements of any jurisdiction, the Master Trustee shall have power to appoint, and, upon the request of the Holders of at least 25% in aggregate principal amount of Obligations Outstanding, shall appoint, one or more Persons approved by the Master Trustee either to act as co-trustee or co-trustees, jointly with the Master Trustee, to act as separate trustee or separate trustees, and to vest in such Person or Persons, in such capacity, such

rights, powers, duties, trusts or obligations as the Master Trustee may consider necessary or desirable, subject to the remaining provisions of this Section 7.07.

(B) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms:

(1) Obligations shall be authenticated and delivered solely by the Master Trustee.

(2) All rights, powers, trusts, duties and obligations conferred or imposed upon the Master Trustees shall be conferred or imposed upon and exercised or performed by the Master Trustee, or by the Master Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Master Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(3) Any request in writing by the Master Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient to warrant the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(4) Any co-trustee or separate may, to the extent permitted by law, delegate to the Master Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(5) The Master Trustee at any time, by any instrument in writing, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 7.07. Upon the request of the Master Trustee, the Obligated Group Agent shall join with the Master Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(6) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, nor will the act or omission of any trustee hereunder be imputed to any other trustee.

(7) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Master Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(8) Any moneys, papers, securities or other items of personal Property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Master Trustee.

(C) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or her shall be vested with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment jointly with the Master Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms hereof. Every such acceptance shall be filed with the Master Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing, constitute the Master Trustee its attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its behalf and in its name.

(D) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all rights, powers, trusts, duties and obligations of co-trustee or separate trustee shall, so far as by law, vest in and be exercised by the Master Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

(E) No Master Trustee hereunder shall be responsible for the acts or omissions of any other co-trustee or separate trustee hereunder.

SECTION 7.08. ADDITIONAL DUTIES OF THE MASTER TRUSTEE The Master Trustee shall execute any documents reasonably requested by any member of the Obligated Group related to Parity Indebtedness not inconsistent with the provisions of this Master Indenture.

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS

SECTION 8.01. SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF OBLIGATION HOLDERS. The Obligated Group Agent, on behalf of each Member of the Obligated Group, when authorized by resolution or other action of equal formality by its Board, and the Master Trustee may, without the consent of or notice to any of the Holders, enter into one or more Supplemental Indentures for one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission herein which shall not have a material adverse effect to the Holders of any Obligations.

(B) To correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder and which shall not materially and adversely affect the interests of the Holders.

(C) To grant or confer ratably upon all of the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them, subject to the provisions of Section 8.02(A) hereof.

(D) To qualify this Master Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect.

(E) To create and provide for the issuance of Obligations as permitted hereunder.

(F) To obligate a successor of a Member of the Obligated Group, or any other Member of the Obligated Group, as provided in Section 5.02(D) hereof.

(G) To assign and pledge under this Master Indenture any additional revenues, properties or collateral.

(H) To permit an Obligation to be secured by security which is not extended to all Obligation holders.

(I) To modify or eliminate any of the terms of this Master Indenture; provided, however, that such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Obligation outstanding of any series created prior to the execution of such Supplemental Indenture.

(J) To modify or delete any provision herein which a Management Consultant shall determine to be inappropriate or impractical and detrimental to the interests of the Holders of Obligations due to changes in circumstances generally affecting the operation of activities similar to the activities of the Members of the Obligated Group located in the areas served by the Obligated Group, and beyond the control of any Member of the Obligated Group.

(K) To set forth the terms and conditions relating to the granting of a Lien in favor of the Master Trustee securing all Obligations on a parity basis as permitted by Section 5.03(C)(1) hereof.

SECTION 8.02. SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF OBLIGATION HOLDERS.

(A) Other than the Supplemental Indentures referred to in Section 8.01 hereof and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Holders of not less than a majority of aggregate principal amount of Obligations then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the Obligated Group Agent, when authorized by resolution or other action of equal formality by its Board, and the Master Trustee, of such Supplemental Indentures as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular order, any of the terms or provisions contained herein; provided, however, nothing in this Section 8.02 shall permit or be construed as permitting a Supplemental Indenture which would:

(1) extend the stated maturity of or time for paying interest on any Obligation or reduce the principal amount of or the redemption premium or rate of interest payable on or currency of payment of any Obligation without the consent of the Holder of such Obligation;

(2) modify, alter, amend, add to or rescind any of the terms or provisions hereof in any manner which would materially and adversely affect the interests of the Obligation Holders or any of them without the consent of the Holders of all Obligations then Outstanding; or

(3) reduce the aggregate principal amount of Obligations then Outstanding, the consent of the Holders of which is required to authorize such Supplemental Indenture without the consent of the Holders of all Obligations then Outstanding.

(B) If at any time the Obligated Group Agent shall request the Master Trustee to enter into a Supplemental Indenture pursuant to this Section 8.02, which request is accompanied by a copy of the certified resolution or other action of its Board, and the proposed Supplemental Indenture, and, if within such period not exceeding three years, as shall be prescribed in such request, following the request, the Master Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the aggregate principal amount or numbers of Holders of Obligations specified in Section 8.02(A) hereof for the Supplemental Indenture in question, which instrument or instruments shall refer to the proposed Supplemental Indenture and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Master Trustee, thereupon, but not otherwise, the Master Trustee may execute such Supplemental Indenture in substantially such form, without liability or responsibility to any Obligation Holder, whether or not such Holder shall have consented thereto.

(C) Any such consent shall be binding upon the Obligation Holder giving such consent, upon any subsequent Holder of such Obligation, and of any Obligation issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Obligation by giving such revocation to the Master Trustee (prior to the filing of the statement described below with the Obligated Group Agent) in the manner permitted by Section 10.01 hereof. At any time after the Holders of the required principal amount or number of Holders of Obligations shall have filed their consents to the Supplemental Indenture, the Master Trustee shall make and file with the Obligated Group Agent a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(D) If the Holders of the required principal amount or number of the Obligations Outstanding shall have consented to and approved the execution of such Supplemental Indenture as herein provided,

no Holder of any Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Master Trustee or any Member of the Obligated Group from executing the same or from taking any action pursuant to the provisions thereof.

SECTION 8.03. EXECUTION AND EFFECT OF SUPPLEMENTAL INDENTURES.

(A) In executing any Supplemental Indenture permitted by this Article, the Master Trustee shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted hereby. The Master Trustee may, but shall not be obligated to enter into any such Supplemental Indenture which affects the Master Trustee's own rights, duties or immunities.

(B) Upon the execution and delivery of any Supplemental Indenture in accordance with this Article VIII, the provisions hereof shall be modified in accordance therewith and such Supplemental Indenture shall form a part hereof for all purposes and every Holder of an Obligation theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(C) Any Obligation authenticated and delivered after the execution and delivery of any Supplemental Indenture in accordance with this Article VIII, may, and if required by the Obligated Group Agent or the Master Trustee, shall bear a notation in form approved by the Master Trustee as to any matter provided for in such Supplemental Indenture. If, in respect of any series of Obligations then Outstanding, the Obligated Group Agent or the Master Trustee shall so determine, new Obligations so modified as to conform, in the opinion of the Master Trustee and the Obligated Group Agent, to any such Supplemental Indenture may be prepared and executed, and authenticated and delivered by the Master Trustee in exchange for and upon surrender of Obligations then Outstanding.

ARTICLE IX

SATISFACTION AND DISCHARGE OF MASTER INDENTURE

SECTION 9.01. SATISFACTION AND DISCHARGE OF MASTER INDENTURE. If:

(A) all Members of the Obligated Group shall deliver to the Master Trustee for cancellation all Obligations theretofore authenticated (other than any Obligations which shall have been mutilated, destroyed, lost or stolen and which shall have been replaced or paid as provided in the Related Supplement) and not theretofore canceled;

(B) all Obligations not theretofore canceled or delivered to the Master Trustee for cancellation shall have become due and payable and shall have been paid; or

(C) the Members of the Obligated Group or any thereof shall deposit or cause to be deposited with the Master Trustee (or with a bank or trust company acceptable to the Master Trustee pursuant to an agreement on behalf of the Obligated Group with such bank or trust company in form acceptable to the Master Trustee), as trust funds, the entire amount of moneys or Governmental Securities, or both, the principal and interest on said Governmental Securities, together with such moneys, of which will be sufficient to pay, at maturity or upon redemption, all Obligations not theretofore canceled or delivered to the Master Trustee for cancellation, including principal, premium, if any, and interest due or to become due to such date of maturity or redemption, as the case may be, and, if the Members of the Obligated Group or any thereof shall also pay or cause to be paid all other sums payable hereunder by the Members of the Obligated Group or any thereof, including the Master Trustee's fees and expenses, and any Member of the Obligated Group gives written notice to the Master Trustee that this Master Indenture is to be terminated;

then this Master Indenture shall cease to be of further effect, and the Master Trustee, on demand of the Members of the Obligated Group, and at the cost and expense of the Members of the Obligated Group or any thereof, shall execute proper instruments acknowledging satisfaction of and discharging this Master Indenture. Each Member of the Obligated Group, respectively, hereby agrees to reimburse the Master Trustee for any costs or expenses theretofore and thereafter reasonably and properly incurred by the Master Trustee in connection with this Master Indenture or such Obligations.

SECTION 9.02. PAYMENT OF OBLIGATIONS AFTER DISCHARGE OF LIEN. Notwithstanding the discharge of this Master Indenture as provided in this Article IX, the Master Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Obligations, and for the registration, transfer, exchange and replacement of Obligations as provided herein or in any Related Supplement. Nevertheless, any moneys held by the Master Trustee or any paying agent for the payment of the principal of, premium, if any, or interest on any Obligation remaining unclaimed for seven years after the principal of all Obligations has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then, to the extent permitted by applicable law, be paid to the Members of the Obligated Group, and the Holders of any Obligations not theretofore presented for payment shall thereafter be entitled to look only to the Members of the Obligated Group for payment thereof as unsecured creditors, and all liability of the Master Trustee or any paying agent with respect to such moneys shall thereupon cease.

ARTICLE X

CONCERNING THE OBLIGATION HOLDERS

SECTION 10.01. EVIDENCE OF ACTS OF OBLIGATION HOLDERS.

(A) As to any request, direction, consent or other instrument provided hereby to be signed and executed by the Obligation Holders, such action may be in any number of concurrent writings of similar tenor and may be signed or executed by such Obligation Holders in person or by officer or agent appointed in writing.

(B) Proof of the execution of any such request, direction or other instrument or of the writing appointing any such officer or agent and of the ownership of Obligations, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Master Trustee and the Members of the Obligated Group, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(1) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who, by law, has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution;

(2) the fact of the holding by any Holder of bearer Obligations and coupons or the holding by any Person of bearer Related Bonds and coupons, not registered as to principal or interest or registered to bearer, and the amounts of such Obligations or Related Bonds and the date of its holding the same, may be proved by production of such Obligation or Related Bonds or by a certificate or signature guaranty executed by any trust company, bank, investment bankers, brokers or other depository (wherever situated), if such certificate or signature guaranty shall be deemed by the Master Trustee to be satisfactory, showing that at the date therein mentioned such Person owned or had on deposit with such trust company, investment bankers, brokers, or other depository the Obligations or Related Bonds and coupons described in such certificate; and

(3) the ownership of Obligations registered in the name of a Holder as to principal or as to principal and interest may be proved by the register of such Obligations.

(C) Nothing in this Section 10.01 shall be construed as limiting the Master Trustee to the proof herein specified, it being intended that the Master Trustee may accept (but shall not be obligated to accept) any other evidence of the matters herein stated which it may deem sufficient.

(D) Any action taken or suffered by the Master Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Holder of any Obligation or Obligations, shall be conclusive and binding upon all future Holders of the same Obligation or Obligations.

SECTION 10.02. OBLIGATIONS OR RELATED BONDS OWNED BY MEMBERS OF OBLIGATED GROUP. In determining whether the Holders of the requisite aggregate principal amount of Obligations have concurred in any demand, direction, request, notice, consent, waiver or other action under this Master Indenture, Obligations or Related Bonds that are owned by any Member of the Obligated Group or by any Affiliate shall be disregarded and deemed not to be Outstanding or outstanding under the Related Bond Indenture, as the case may be, for the purpose of any such

determination, provided that, for the purposes of determining whether the Master Trustee shall be protected in relying on any such direction, consent or waiver, only such Obligations or Related Bonds of which a Responsible Officer of the Master Trustee in its corporate trust department has actual notice or knowledge are so owned shall be so disregarded. Obligations or Related Bonds so owned that have been pledged in good faith may be regarded as Outstanding or outstanding under the Related Bond Indenture, as the case may be, for purposes of this Section 10.02, if the pledgee shall establish, to the satisfaction of the Master Trustee, the pledgee's right to vote such Obligations or Related Bonds and that the pledgee is not an Affiliate. In case of a dispute as to such right, any decision by the Master Trustee taken upon the advice of Counsel shall be full protection to the Master Trustee.

SECTION 10.03. INSTRUMENTS EXECUTED BY HOLDERS BIND FUTURE HOLDERS. At any time prior to (but not after) the time at which the Master Trustee takes action in reliance upon evidence, as provided in Section 10.01 hereof, of the taking of any action by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action, any Holder of such an Obligation that is shown by such evidence to be included in Obligations the Holders of which have consented to such action may, by filing written notice with the Master Trustee and upon proof of holding as provided in Section 10.01 hereof, revoke such action so far as concerns such Obligation. Except upon such revocation any such action taken by the Holder of an Obligation which by any provision hereof is required or permitted to be given shall be conclusive and binding upon such Holder and upon all future Holders of such Obligation, and of any Obligation issued in lieu thereof, whether or not any notation in regard thereto is made upon such Obligation. Any action taken by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action shall be conclusively binding upon each Member of the Obligated Group, the Master Trustee and the Holders of all of such Obligations.

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.01. **LIMITATION OF RIGHTS.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Obligations issued hereunder is intended or shall be construed to give any Person other than each Member of the Obligated Group, the Master Trustee, and the Holders of the Obligations issued hereunder, any legal or equitable right, remedy or claim under or in respect to this Master Indenture or any covenants, conditions and provisions herein contained; this Master Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties mentioned in this Section 11.01.

SECTION 11.02. **SEVERABILITY.** If any one or more sections, clauses, sentences or parts hereof shall, for any reason, be questioned in any court of competent jurisdiction and shall be adjudged invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Obligations issued pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

SECTION 11.03. **DAYS OTHER THAN BUSINESS DAYS.** Except to the extent a Related Supplement or an Obligation provides otherwise:

(A) Subject to Section 11.03(B) hereof, when any action is provided herein to be done on a day or within a time period named, and the day or the last day of the period falls on a day which is not a Business Day, the action may be done on the next ensuing day that is a Business Day as though done on the day or within the time period named.

(B) When the date on which principal of or interest or premium on any Obligation is due and payable is not a Business Day, payment may be made on the next ensuing day that is a Business Day as though payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date.

SECTION 11.04. **GOVERNING LAW WAIVER OF JURY TRIAL.** This Master Indenture and any Obligation issued hereunder are contracts made under the laws of the State of New York and shall be governed by and construed in accordance with such law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE OBLIGATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.05. **COUNTERPARTS.** This Master Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument. The exchange of copies of this Master Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Master Indenture as to the parties hereto and may be used in lieu of the original Master Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 11.06. **IMMUNITY OF INDIVIDUALS.** No recourse shall be had for the payment of the principal of, premium, if any, or interest on any Obligation issued hereunder or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future officer,

trustee, director, member, employee or agent of any Member of the Obligated Group which is a corporation, whether directly or indirectly, and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of Obligations issued hereunder.

SECTION 11.07. BINDING EFFECT. This instrument shall inure to the benefit of and shall be binding upon each Member of the Obligated Group, the Master Trustee and the Holders of Obligations and their respective successors and assigns, subject to the limitations contained herein.

SECTION 11.08. NOTICES.

(A) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

- (1) If to any Member of the Obligated Group, addressed to the Institution:

Adirondack Medical Center
2233 State Route 86
Saranac Lake, New York 12983
Attention: President

With a copy to:

Iseman, Cunningham, Reister & Hyde LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

- (2) If to the Master Trustee, addressed to:

Deutsche Bank Trust Company Americas
60 Wall Street
New York, New York 10005
Attention: Trust and Securities Services (Municipal Group)

- (3) If to the registered Holder of Obligations, addressed to such Holder at the address shown on the books of the Master Trustee kept pursuant hereto.


(B) Any Member of the Obligated Group or the Master Trustee may, from time to time, by notice in writing to the others and to the registered Holders of Obligations, designate a different address or addresses for notice hereunder.

SECTION 11.09. FORCE MAJEURE. In no event shall the Master Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Master Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 11.10. U.S.A. PATRIOT ACT. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Master Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Master Trustee. The parties to this Master Indenture agree that they will provide the Master Trustee with such information as it may request in order for the Master Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the parties have caused this Master Indenture to be duly executed as of the day and year first above written.

ADIRONDACK MEDICAL CENTER

By: 
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

IN WITNESS WHEREOF, the parties have caused this Master Indenture to be duly executed as of the day and year first above written.

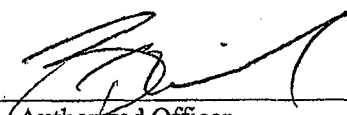
ADIRONDACK MEDICAL CENTER

By: _____
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____

Authorized Officer

By: _____

Authorized Officer

[Signature page to Master Trust Indenture]

APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Administrative Expenses” shall mean the sum of: (A) the compensation and expenses paid to or incurred on behalf of Counsel and the Independent Public Accountant for services rendered to a Related Issuer solely in connection with the Obligated Group; (B) the expenses paid to or incurred on behalf of the officers and members of the Board of a Related Issuer, as such, for services rendered to such Related Issuer solely in connection with the Obligated Group, including the premiums on fidelity bonds, if any; and (C) the share allocable to the Obligated Group, determined in accordance with GAAP, of any compensation and expenses paid to or incurred on behalf of any of the persons named in clauses (a) and (b) above for services rendered to a Related Issuer, but which are not properly allocable solely to the Obligated Group or to any other particular activity of the Related Issuer.

“Affiliate” shall mean any Person which: (A) is Controlled by a Member of the Obligated Group (a “subsidiary”); (B) Controls a Member of the Obligated Group (a “parent”); (C) is under the Control of a common parent with a Member of the Obligated Group (a “sibling”); (D) is a subsidiary of a sibling or a subsidiary; or (E) is a supporting organization, (as such term is used in connection with Section 509(a)(3) of the Code) of a Member of the Obligated Group or some other Affiliate.

“Beneficial Owner” shall mean the Person in whose name Related Bonds are held, directly or indirectly, by one or more depositories, nominees or other fiduciaries.

“Board” shall mean the governing body of a Related Issuer, a Member of the Obligated Group, a prospective Member of the Obligated Group, the Obligated Group Agent, or an Affiliate, as the case may be.

“Borrowing Purpose” shall mean a Project or any other purpose for which a Member of the Obligated Group may incur Indebtedness according to law and its organizational documents.

“Business Day” shall mean any day other than a Saturday or Sunday or a day on which banking institutions located in the city in which the Designated Office of the Master Trustee is located are required or authorized to close or on which the New York Stock Exchange is closed.

“Capitalization Ratio” means (i) Outstanding Long-Term Indebtedness of the Obligated Group divided by (ii) the sum of Outstanding Long-Term Indebtedness and unrestricted net assets shown on the financial statements for the immediately preceding fiscal year of the Obligated Group audited in accordance with generally accepted accounting principles.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as in effect from time to time.

“Collateral” means all Gross Revenues of the Members of the Obligated Group, now or hereafter acquired, and all proceeds thereof.

“Completion Indebtedness” shall mean any Indebtedness incurred for the purpose of financing the completion of constructing or equipping facilities for the construction or equipping of which some

Indebtedness has theretofore been incurred in accordance with the provisions of this Master Indenture, to the extent necessary to provide a completed and equipped facility of the type and scope contemplated at the time, and in accordance with the general plans and specifications for such facility as originally prepared with only such changes as have been made in conformity with the documents pursuant to which such Indebtedness was originally incurred, including funding debt service reserve funds related thereto.

“Controlled” or “Controls” shall mean: (A) with respect to a corporation having stock, the ownership, directly or indirectly, of more than fifty percent (50%) of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of such corporation’s directors (or persons performing similar functions); (B) with respect to a non-profit or not-for-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of its governing board or body; (C) with respect to a partnership, being the sole general partner or being in Control (as defined herein) of a majority of the general partners if there is more than one; (D) with respect to a limited liability company, being the sole member or being in Control (as defined herein) of a majority of members if there is more than one; or (E) with respect to any other entity, having the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing board or body, by contract or otherwise.

“Counsel” shall mean an attorney-at-law (who may be of counsel to a Related Issuer or a Member of the Obligated Group) who shall be experienced in the matter in question.

“Credit Facility” means any Liquidity Facility, letter of credit, bond insurance policy, bond purchase agreement, guaranty, line of credit, surety bond or similar credit or liquidity facility securing any Indebtedness of any Obligated Group Member.

“Days Cash on Hand” means the amount determined by dividing (a) the amount of the Obligated Group’s unrestricted cash, investments and board designated funds (which cash, investments and funds shall exclude any cash collateral amounts held to support obligations under any Hedging Agreement) derived from the financial statements for the immediately preceding fiscal year of the Obligated Group (including Adirondack Medical Center Foundation) audited in accordance with generally accepted accounting principles by (b) the quotient obtained by dividing Expenses, derived from the most recent financial statements of the Obligated Group, by 365.

“Debt Service Coverage Ratio” means the ratio calculated by dividing (a) the Obligated Group’s excess or deficiency of revenues over expenses, plus depreciation, amortization and other non-cash expenses, plus interest expense, all for the immediately preceding four-quarter period ending on the date of determination by (b) Debt Service Requirement of the Obligated Group plus interest on Short-Term Indebtedness for the applicable period.

“Debt Service Requirement” means the aggregate of the payments to be made in respect of principal and interest on Outstanding Long-Term Indebtedness of the Obligated Group during the preceding 12 months; provided, however, that interest shall be excluded from determination of Debt Service Requirement to the extent the same is provided from the proceeds of the Long-Term Indebtedness, or moneys to pay such interest have been set aside for that purpose through reserves established on the financial books and records of the Obligated Group in accordance with generally accepted accounting principles, or in the case of any Guaranty, the principal of (and premium, if any) and interest and other debt service charges on the debt that is guaranteed for the period of time for which Debt Service Requirements are calculated shall not be included in the calculation of Debt Service Requirements to the extent required by Section 5.01(D)(9) hereof with respect to any Permitted Guaranty,

and otherwise shall not be included in such calculation unless the Person that gave such Guaranty was actually required to make, or transfer funds to enable the Primary Obligor to make, any payment with respect to such debt during such period, in which case the total amount paid by such Person with respect to such Guaranty in such period shall be included in the calculation of the Debt Service Requirements of such Person for such period.

“Effective Date” shall mean November 2, 2012, the date on which the Master Indenture becomes effective.

“Event of Default” shall mean any Event of Default specified in Section 6.01(A) of the Master Indenture, which continues beyond the period of time, if any, therein designated as a grace or cure period with respect to such event.

“Expenses” means, for any period, the aggregate of all operating expenses calculated under generally accepted accounting principles, including, without limitation, any taxes incurred by the Person or group of Persons involved during such period, minus (a) depreciation and amortization, (b) extraordinary expenses, losses on the sale, disposal or abandonment of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans, (c) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an affiliate which does not constitute an extraordinary expense, (d) losses resulting from any reappraisal, revaluation or write-down of assets other than bad debts, (e) any losses from the sale or other disposition of fixed or capital assets, (f) any losses resulting from changes in the valuation of investment securities and unrealized changes in the value of Hedging Agreements or resulting from the temporary impairment of investment securities and (g) any other non-cash expenses. If such calculation is being made with respect to the Obligated Group, any such expenses attributable to transactions between any Member and any other Member shall be excluded.

“Fiscal Year” means any twelve-month period beginning on January 1 of any calendar year and ending on December 31 of such calendar year or such other consecutive twelve-month period selected by the Obligated Group Agent as the fiscal year for the Obligated Group and designated from time to time in writing by the Obligated Group Agent to the Master Trustee; provided, however, that for purposes of making any calculations or determinations as set forth in this Master Indenture, the Obligated Group Agent may designate in writing to the Master Trustee as the “Fiscal Year” any twelve-month period. Whenever the Master Indenture refers to a Fiscal Year of a specific entity, such reference shall be to the actual fiscal year adopted by such entity.

“Gross Revenues” shall mean, when used with reference to the Members of the Obligated Group and with respect to any period of time, all net receipts, revenues and other operating and nonoperating income of the Members of the Obligated Group, including but not limited to all rates, fees and charges fixed, charged and collected for services rendered by or on behalf of the Members of the Obligated Group or arising in any other manner from or on account of the operation of the Property or other facilities of the Members of the Obligated Group and from any other source, Accounts (including accounts receivable), contract rights, general intangibles, payment intangibles, investment property, instruments, chattel paper, other rights to the payment of money, all unrestricted income from the investment of funds of the Members of the Obligated Group, and any gains from the sale or other disposition of Capital Assets, including all proceeds (whether cash proceeds or noncash proceeds) of any of the foregoing including, without limitation, proceeds of insurance payable by reason of loss or damage to the foregoing property and of eminent domain or condemnation awards. Gross Revenues means only such net revenues, as are actually collected by the Members of the Obligated Group. Terms used in this definition and not otherwise defined herein or in the Master Indenture shall have the meaning given such terms in the Uniform Commercial Code in effect from time to time in the State of New York. Such term shall not

include: (A) any grants, gifts, bequests, contributions, income and other donations to the extent specifically restricted by the donor, settlor or grantor, for such period, unless any of such grants, gifts, bequests, contributions, income and other donations may be applied at the discretion of the Obligated Group Agent to the payment of Operating Expenses or loan repayments of such period, in which case they shall not be excluded for the purpose of determining Gross Revenues of the Members of the Obligated Group; (B) the proceeds of any Indebtedness; or (C) revenues that are directly attributable to Capital Assets that are financed with the proceeds of subordinated Indebtedness, provided that the Member to whom such revenues belong certifies in an Officer's Certificate that such revenues can be clearly segregated from Gross Revenues, or to the extent prohibited by applicable law, rule or regulations from being pledged, healthcare receivables and rights to Medicare and Medicaid and other governmental receivables and loss recaptures..

"Guaranty" means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness or other obligation of any Primary Obligor in any manner, whether directly or indirectly including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (1) to purchase such Indebtedness or obligation or any Property constituting security therefor; (2) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition; (3) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

"Hedging Agreement" means any agreement to which an Obligated Group Member is a party relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing.

"Holder" or "Obligation Holder" shall mean the registered owner of any Obligation in registered form, or the bearer of any Obligation in bearer form which is either not registered or is registered to "Bearer."

"Hospital" shall mean Adirondack Medical Center, a New York not-for-profit corporation, and any corporation succeeding thereto pursuant to Section 5.02(D) of the Master Indenture.

"Indebtedness" means any indebtedness or liability for borrowed money, any installment sale obligation or any obligation under any lease that is capitalized under generally accepted accounting principles and any guaranty of any of the foregoing. Indebtedness shall not include any obligation of any Obligated Group Member to any other Obligated Group Member.

"Initial Obligations" means those Obligations issued on behalf of the Hospital (and the other initial Members of the Obligated Group, if any) pursuant to a Supplemental Indenture dated the dated date of the Master Indenture and issued concurrently with the original delivery of the Master Indenture.

"Insurance Consultant" shall mean any individual, partnership or corporation having skill and experience in the insurance requirements of hospital and health care facilities employed by the Obligated Group.

"Interest Payment Date" shall mean the date(s) on which interest is payable to Holders of Obligations, as specified in an Obligation, or to Registered Owners of Related Bonds, as specified in a Related Bond Indenture, as the case may be.

"Lien" shall mean any mortgage or pledge of, security interest in or lien or encumbrance on any Property of any Member of the Obligated Group, excluding liens applicable to Property in which a Member of the Obligated Group has only a leasehold interest, unless such leasehold interest secures Indebtedness of any Member of the Obligated Group.

"Liquidity Facility" means a written commitment to provide money to purchase or retire any Indebtedness if (i) on the date of delivery of such Liquidity Facility, the unsecured indebtedness of the provider of such Liquidity Facility is rated by each Rating Agency in one of its three highest rating categories and (ii) as of any particular date of determination, no amount realized under such Liquidity Facility for the payment of the principal or the purchase or redemption price of such Indebtedness (exclusive of amounts realized for the payment of accrued interest on such Indebtedness) shall be required to be repaid by any Obligated Group Member for a period of at least one year.

"Long-Term Indebtedness" means, without duplication, all Indebtedness, including Short-Term Indebtedness if a commitment by a financial lender exists to provide financing to retire such Short-Term Indebtedness, such commitment is for the time period through the maturity of the Short-Term Indebtedness and does not contain any contingencies related to financial performance of the Obligated Group after the date of the commitment and such commitment provides for the repayment of principal on terms that would, if such commitment were implemented, constitute Long-Term Indebtedness, and the current portion of Long-Term Indebtedness, for any of the following:

(i) money borrowed for a remaining term, or renewable at the option of the Obligated Group for a period from the date originally incurred, longer than one year;

(ii) leases required to be capitalized in accordance with generally accepted accounting principles applicable when incurred that have a remaining term, or are renewable at the option of the lessee for a period from the date originally incurred, longer than one year; and

(iii) installment sale or conditional sale contracts having a remaining term in excess of one year;

provided, however, that any guaranty by an Obligated Group Member of any obligation of any Person which obligation would, if it were a direct obligation of the Obligated Group Member, constitute Short-Term Indebtedness, shall be excluded.

"Management Consultant" shall mean an independent professional management consultant having a favorable national reputation for skill and experience in hospital consulting work appointed by the Obligated Group.

"Master Indenture" shall mean this instrument, as amended or supplemented from time to time by all Supplemental Indentures, effective on the Effective Date.

"Master Trustee" and "Trustee" as used in the Master Indenture shall mean Deutsche Bank Trust Company Americas, and its successors and assigns hereunder.

"Member" or "Member of the Obligated Group" shall mean each individual Person that belongs to the Obligated Group.

“Obligated Group” shall mean, collectively, the Hospital and each other Member of the Obligated Group.

“Obligated Group Agent” shall mean the Institution, or such other Person as the then incumbent Obligated Group Agent shall designate as a successor by an Officer’s Certificate delivered to the Master Trustee.

“Obligation” shall mean a bond, debenture, note or other instrument, including coupons appertaining thereto, if any, evidencing or securing the repayment of Indebtedness, and shall also mean a guaranty, provided that such instrument or guaranty has been issued, executed and authenticated under the Master Indenture.

“Officer’s Certificate” means a certificate, signed by the President or a Vice President of a Member of the Obligated Group or such other person designated in writing by the President of such Member, or by resolution of the Board of the Member of the Obligated Group.

“Operating Revenues” means the total operating revenues of the Obligated Group, less applicable deductions from operating revenues, as determined in accordance with generally accepted accounting principles consistently applied.

“Opinion of Counsel” shall mean an opinion or opinions in writing signed by Counsel. Any Opinion of Counsel with respect to the title to real estate or as to any factual or financial matter may be based upon any opinions of other lawyers, abstracts or title company certificates, or title insurance policies or commitments which are identified in such Opinion of Counsel.

“Optional Tender Indebtedness” means any Indebtedness that is subject to optional or mandatory tender by the holder thereof (including, without limitation, any mandatory tender in connection with the expiration of any Credit Facility securing such Indebtedness) for purchase or redemption prior to the stated maturity date thereof if the purchase or redemption price of such Indebtedness is under any circumstances payable by any Obligated Group Member.

“Outstanding” shall mean, as of any date of determination: (A) all Obligations theretofore authenticated and delivered under the Master Indenture except: (1) Obligations which have been paid in accordance with their terms, or Obligations for which payment has been provided in accordance with Section 9.01(C) of the Master Indenture; (2) Obligations theretofore canceled by the Master Trustee or delivered to the Master Trustee for cancellation; (3) Obligations and any coupons appurtenant thereto in lieu of which other Obligations have been authenticated and delivered pursuant to the provisions of any Related Supplement regarding mutilated, destroyed, lost or stolen Obligations; (4) Obligations that have matured, but have not yet been presented to the Master Trustee for payment; and (5) Obligations held by any Member of the Obligated Group, provided that such Obligation may be deemed by the Obligated Group Agent to be a continuously Outstanding Obligation, if such Obligations were acquired with an intent that they only be held temporarily in connection with an effort to remarket them to Persons other than Members of the Obligated Group; and (B) all Indebtedness of Members of the Obligated Group, not evidenced by Obligations, theretofore incurred by such Members, except: (1) Indebtedness which has been paid or for which payment has been provided for in accordance with its terms; (2) Indebtedness theretofore canceled by the issuer thereof, or delivered to the issuer thereof for cancellation; (3) Indebtedness and any coupons appurtenant thereto in lieu of which other Indebtedness has been authenticated and delivered pursuant to the provisions thereof regarding mutilated, destroyed, lost or stolen Indebtedness; (4) Indebtedness that has matured, but has not yet been presented to the issuer thereof for payment; and (5) Indebtedness held by any Member of the Obligated Group, provided that

such Indebtedness may be deemed by the Obligated Group Agent to be continuously Outstanding Indebtedness, if such Indebtedness was acquired with an intent that it only be held temporarily in connection with an effort to remarket it to Persons other than Members of the Obligated Group.

“Permitted Liens” shall mean the liens and encumbrances enumerated in Section 5.03(C) of the Master Indenture.

“Person” shall mean an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, an unincorporated organization, an authority or similar body, a municipality, a municipal corporation or a government or political subdivision thereof.

“Primary Obligor” means the Person who is primarily obligated on an obligation which is guaranteed by another Person.

“Project” shall mean any program of acquisition and/or installation of Capital Assets, and/or the assumption, refinancing, refunding or advance refunding of Indebtedness that had previously been incurred in connection with the acquisition and/or installation Capital Assets.

“Property” shall mean any and all rights, titles and interests in and to any and all property of any Member of the Obligated Group, whether real or personal, tangible or intangible, and wherever situated.

“Rating Agency” means each of Moody’s Investors Service, Inc., Standard & Poor’s Corporation and Fitch IBCA, Inc. and their successors and assigns.

“Related Bond” or “Related Bonds” shall mean revenue bonds, notes, other evidences of indebtedness or any other obligations issued by a Related Issuer pursuant to a Related Bond Indenture, the proceeds of which are loaned or otherwise made available to or for the benefit of: (A) a Member of the Obligated Group, directly or indirectly, in consideration, in whole or in part, for the execution, authentication and delivery of an Obligation or series of Obligations to or for the order of such Related Issuer; or (B) any Person other than a Member of the Obligated Group, in consideration for the issuance to such Related Issuer: (1) by such Person, of any indebtedness or other obligation of such Person; and (2) by a Member of the Obligated Group of a guaranty issued under the Master Indenture in respect of such indebtedness or other obligation.

“Related Bond Indenture” shall mean any indenture, bond resolution or comparable instrument pursuant to which Related Bonds are issued.

“Related Bond Trustee” shall mean the Master Trustee and its successors in the trust created under and Related Bond Indenture, and, if there is no such trustee, the Related Issuer.

“Related Financing Agreement” shall mean means any loan agreement, lease agreement, installment sale agreement or other similar financing agreement pursuant to which the proceeds of an issue of Related Bonds are loaned or otherwise made available to a Member of the Obligated Group.

“Related Issuer” shall mean any federal, state or municipal corporation or political subdivision thereof, or any instrumentality of any of the foregoing empowered to issue debt securities on behalf of Members of the Obligated Group.

“Related Supplement” shall mean a Supplemental Indenture authorized and executed pursuant to the terms of the Master Indenture for the purpose of creating Obligations.

“Responsible Officer” shall mean, when used with respect to the Master Trustee, the chairperson or vice-chairperson of its board of directors, the chairperson or vice-chairperson of the executive committee of its board of directors, the president, any vice president, any assistant vice president, any trust officer, any assistant trust officer, or any other officer of the Master Trustee customarily performing functions similar to those performed by any of the above designated officers, and shall also mean, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular matter.

“Security” shall mean the properties, rights and interests specified as such in Section 4.04 of the Master Indenture.

“Short-Term Indebtedness” means any Indebtedness (i) incurred or assumed by any Obligated Group Member for a term not exceeding 365 days, except any such Indebtedness with respect to which a Liquidity Facility is then in effect, and (ii) any guaranty of any Indebtedness that would be described in clause (i) above if such Indebtedness were incurred directly by an Obligated Group Member. Optional Tender Indebtedness shall not be deemed to constitute Short-Term Indebtedness for the purposes of the Loan Agreement solely by reason of the option of the holder thereof to require the redemption or purchase thereof or any required redemption or purchase thereof in connection with the termination of the Liquidity Facility securing such Optional Tender Indebtedness prior to the stated maturity thereof.

“State” shall mean the State of New York.

“Supplemental Indenture” or “indenture supplemental hereto” shall mean an indenture supplemental hereto, including a Related Supplement, authorized and executed pursuant hereto.

“Tax-Exempt Bond” shall mean a bond or other obligation issued by any state, territory or possession of the United States or any municipal corporation or political subdivision formed under the laws thereof or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the interest on which is not included in gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

“Tax-Exempt Organization” shall mean an organization described in Section 501(c)(3) of the Code that is exempt from federal income taxation under Section 501(a) of the Code.

EXHIBIT A

LIENS AND ENCUMBRANCES

UCC-1 Financing Statements filed in the New York State Department of State:

1. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on December 1, 2003 as file no. 200312015551463.
 - a. Assignment filed June 16, 2004 as file no. 200406160622659
 - b. Assignment filed April 5, 2006 as file no. 200604055326627.
 - c. Assignment filed September 26, 2006 as file no. 200609265935076.
 - d. Continuation filed June 4, 2008 as file no. 200806045612264.
 - e. Continuation filed June 5, 2008 as file no. 200806055620213.
2. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on March 28, 2007 as file no. 200703285333214.
 - a. Amendment filed June 21, 2010 as file no. 201006215595039.
 - b. Continuation filed March 26, 2012 as file no. 20123265344517.
3. Financing Statement between Adirondack Medical Center and Dade Behring Finance Co. LLC filed with the Secretary of State on June 27, 2007 as file no. 200706275628617.
4. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on November 7, 2008 as file no. 200811076210032.
5. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on November 18, 2008 as file no. 200811186243806.
6. Financing Statement between Adirondack Medical Center and DeLage Landen Financial Services, Inc. filed with the Secretary of State on January 21, 2009 as file no. 200901210037039.
7. Financing Statement between Adirondack Medical Center and DeLage Landen Financial Services, Inc. filed with the Secretary of State on May 18, 2009 as file no. 200905185455550.
8. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on June 18, 2009 as file no. 200906185564882.
 - a. Amendment filed February 7, 2011 as file no. 201102075130899.
9. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025795670.
10. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796266.
11. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796406.
12. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796658.

13. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796672.
14. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796684.
15. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796886.
16. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796898.
17. Financing Statement between Adirondack Medical Center and Great America Leasing Corporation filed with the Secretary of State on September 13, 2009 as file no. 200909135822709.
 - a. Amendment filed October 1, 2009 as file no. 200910015884985.
18. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on December 28, 2009 as file no. 200912286166566.
19. Financing Statement between Adirondack Medical Center and U.S. Bank, N.A. filed with the Secretary of State on December 30, 2009 as file no. 200912308436388.
 - a. Assignment filed May 5, 2010 as file no. 201005058146693.
20. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on January 7, 2010 as file no. 201001075020400.
21. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on February 12, 2010 as file no. 201002125135343.
22. Financing Statement between Adirondack Medical Center and Alcon Laboratories, Inc. filed with the Secretary of State on May 6, 2010 as file no. 201005065424577.
23. Financing Statement between Adirondack Medical Center and Banc of America Leasing & Capital, LLC filed with the Secretary of State on October 28, 2010 as file no. 201010280588234.
24. Financing Statement between Adirondack Medical Center and Philips Medical Capital, LLC filed with the Secretary of State on December 6, 2010 as file no. 201012060658508.
25. Financing Statement between Adirondack Medical Center and Baytree Leasing Company, LLC filed with the Secretary of State on March 14, 2011 as file no. 201103145261211.
26. Financing Statement between Adirondack Medical Center and Baytree Leasing Company, LLC filed with the Secretary of State on March 14, 2011 as file no. 201103145261223.
27. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on June 17, 2011 as file no. 201106170327989.
28. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on September 1, 2011 as file no. 201109015957401.

29. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on December 21, 2011 as file no. 201112210682349.
30. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on December 21, 2011 as file no. 201112210682351.
31. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on February 29, 2012 as file no. 201202295245004.
32. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on March 1, 2012 as file no. 201203010121429.
33. Financing Statement between Adirondack Medical Center at Saranac Lake and Hologic Limited Partnership filed with the Secretary of State on March 5, 2012 as file no. 201203058078319

The foregoing the property set forth in the following as filed in the Franklin County Clerk's Office

1. Leasehold Mortgage in the amount of \$224,000.00 and interest made by Adirondack Physicians and Surgeons Building, Inc. to The National Bank and Trust Company dated September 5, 1991 and recorded September 6, 1991 in the Franklin County Clerk's Office in Liber 359 page 56.
2. Lease Agreement between The General Hospital of Saranac Lake, Inc., Lessor, and Adirondack Physicians and Surgeons Building, Inc., Lessee, dated May 2, 1979 and recorded May 23, 1979 in Liber 492 page 736.
 - a. Modification of Lease Agreement recorded September 30, 1980 in Liber 498 page 1060.
 - b. Modification of Lease Agreement recorded May 1, 1986 in Liber 524 page 241.

ADIRONDACK MEDICAL CENTER

AND

U.S. BANK NATIONAL ASSOCIATION,
AS MASTER TRUSTEE

SUPPLEMENTAL MASTER INDENTURE
NUMBER FOUR

DATED AS OF OCTOBER 1, 2017

SUPPLEMENTING THE MASTER INDENTURE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 2012 TO PROVIDE FOR THE ISSUANCE BY THE OBLIGATED GROUP OF THE SERIES FOUR NOTE (ESSEX COUNTY CAPITAL RESOURCE CORPORATION) IN THE ORIGINAL PRINCIPAL AMOUNT OF \$9,500,000 IN FAVOR OF U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, TO SECURE THE MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,500,000 (THE "RELATED BONDS") ISSUED BY ESSEX COUNTY CAPITAL RESOURCE CORPORATION.

TABLE OF CONTENTS
(This Table of Contents is not part of the
Supplemental Master Indenture
and is for convenience of reference only.)

	<u>Page</u>
ARTICLE I DEFINITIONS	3
SECTION 1.01 DEFINITIONS	3
ARTICLE II Creation, Issuance and Terms of Notes	5
SECTION 2.01 CREATION OF THE SERIES FOUR NOTE	5
SECTION 2.02 FORM OF THE SERIES FOUR NOTE	5
SECTION 2.03 AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND REDEMPTION OR PREPAYMENT OF THE SERIES FOUR NOTE.....	5
SECTION 2.04 CONDITIONS TO THE ISSUANCE OF THE SERIES FOUR NOTE.....	6
ARTICLE III TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER FOUR.....	7
SECTION 3.01 TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER Four.....	7
ARTICLE IV TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT.....	8
SECTION 4.01 TRANSFER AND REGISTRATION	8
SECTION 4.02 EXCHANGE OF NOTES	8
SECTION 4.03 MUTILATED, DESTROYED, LOST OR STOLEN NOTE	8
SECTION 4.04 CANCELLATION	8
SECTION 4.05 PERSON DEEMED OWNER	8
SECTION 4.06 ENDORSEMENT OF PAYMENT.....	8
ARTICLE V EVENTS OF DEFAULT; CERTAIN ACTION BY THE ISSUER CONSEQUENT UPON AN EVENT OF DEFAULT	8
SECTION 5.01 EVENTS OF DEFAULT	8
SECTION 5.02 ACTION BY THE ISSUER.....	8
ARTICLE VI OTHER RIGHTS OF THE SERIES FOUR RELATED BOND TRUSTEE	8
SECTION 6.01 OTHER RIGHTS OF THE SERIES FOUR RELATED BOND TRUSTEE	8
ARTICLE VII USE OF PROCEEDS.....	8
SECTION 7.01 USE OF PROCEEDS	8
ARTICLE VIII MISCELLANEOUS	8
SECTION 8.01 CONSENT TO ISSUER'S PLEDGE.....	8

SUPPLEMENTAL MASTER INDENTURE
NUMBER FOUR

This SUPPLEMENTAL MASTER INDENTURE NUMBER FOUR, dated as of October 1, 2017, is among ADIRONDACK MEDICAL CENTER, a not-for-profit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 2233 State Route 86, Saranac Lake, New York 12983 (the "Hospital"), for itself and as Obligated Group Agent on behalf of the Obligated Group under and as defined in the Master Indenture and Security Agreement dated as of November 1, 2012 (the "Master Indenture") and U.S. BANK NATIONAL ASSOCIATION, as Master Trustee thereunder (the "Master Trustee").

RECITALS:

The Hospital and the Master Trustee have heretofore executed and delivered the Master Indenture to provide for the issuance of Obligations thereunder by Members of the Obligated Group.

The Master Indenture provides that Obligations shall be issuable in one or more series and that the rates of interest and dates for the payment thereof, the date or dates of maturity, the terms and dates of any optional redemption, the forms and titles of Obligations and other provisions and agreements with respect thereto shall be expressed in a Supplemental Master Indenture to be made thereunder.

Essex County Capital Resource Corporation (the "Issuer") has agreed to issue and sell its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "Series 2017A Bonds" or the "Related Bonds") in order to provide funds, together with other available funds, for the purposes of funding the Project Facility (as defined in the Related Bond Indenture defined below), and paying certain costs of issuance with respect to the Related Bonds.

The Related Bonds will be issued under an Authorizing Resolution adopted by the Issuer on August 31, 2017 and a certain Trust Indenture dated as of October 1, 2017 (the "Related Bond Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Related Bond Trustee").

Contemporaneously with the issuance of the Related Bonds, the Issuer and the Hospital will enter into a certain Loan Agreement dated as of October 1, 2017 (the "Related Financing Agreement") pursuant to which the proceeds of the Related Bonds will be made available to the Hospital to fund the Project Facility and certain costs of issuing the Related Bonds, the Issuer will assign all of its rights under the Related Financing Agreement (except the Unassigned Rights, as defined therein) to the Related Bond Trustee, pursuant to a certain Pledge and

Assignment dated as of October 1, 2017 from the Issuer to the Related Bond Trustee (the "Related Pledge and Assignment").

In accordance with the Related Bond Indenture, it is a condition precedent to the issuance of the Related Bonds that the Series Four Note (as hereinafter defined) be issued to the Issuer under the Master Indenture and this Supplemental Master Indenture Number Four, in order to provide for payment of amounts which, together with payments required under the Related Financing Agreement to be made by the Hospital, will be equal to the principal of, and premium, if any, and interest on the Related Bonds, and other amounts, all as specified in the Series Four Note (sometimes hereinafter referred to as the "Note").

The Hospital and the Obligated Group desire by this Supplemental Master Indenture Number Four to create the Note as an Obligation issued pursuant to the Master Indenture.

The Hospital, in the exercise of the powers and authority conferred upon or reserved to it, has duly authorized the execution and delivery of this Supplemental Master Indenture Number Four, for itself and as Obligated Group Agent on behalf of the Obligated Group.

All acts and things necessary to constitute this Supplemental Master Indenture Number Four a valid indenture and binding agreement of the Hospital and the Obligated Group in accordance with its terms have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

In consideration of the premises, and of the giving of consideration for and acceptance of the Series Four Note by the Issuer, the Hospital and each Member of the Obligated Group covenant and agree with the Master Trustee as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS.

(A) All terms used in this Supplemental Master Indenture Number Four, including the recitals which are defined in the Master Indenture, shall have the meaning as defined in the Master Indenture, unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent.

(B) In addition to the foregoing, the following terms used in this Supplemental Master Indenture Number Four shall have the following meanings:

“Authorizing Resolution” means the resolution of the members of the Issuer duly adopted on September 18, 2017 authorizing the Issuer to undertake the Project (as defined in the Related Bond Indenture), to issue and sell the Initial Bonds and to execute and deliver the Financing Documents relating to the Initial Bonds to which the Issuer is a party.

“Issuer” means (A) Essex County Capital Resource Corporation and its successors and assigns, and (B) any public benefit corporation or political subdivision resulting from or surviving any consolidation or merger to which Essex County Capital Resource Corporation or its successors or assigns may be a party.

“Member” or “Member of the Obligated Group” shall, for purposes of this Supplemental Master Indenture Number Four, mean the Hospital and each individual Person that belongs to the Obligated Group by virtue of Article III of the Master Indenture, if any.

“Obligated Group” shall mean, collectively, the Hospital and each other Member of the Obligated Group.

“Rebate Fund” means the fund so designated established pursuant to the Related Bond Indenture and held by the respective Related Bond Trustee for the purpose of holding rebate payments pending disbursement to the U.S. Department of Treasury.

“Related Bond Indenture” means the trust indenture dated as of October 1, 2017 by and between the Issuer and the Related Bond Trustee, as said trust indenture may be amended or supplemented from time to time.

“Related Bond Trustee” means U.S. Bank National Association, a national banking association, in its capacity as trustee under the Related Bond Indenture, or any successor trustee or co-trustee acting as trustee under the Related Bond Indenture

“Related Bonds” means the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000

issued pursuant to the Authorizing Resolution and the Related Bond Indenture and any bonds issued in exchange or substitution therefor pursuant to the Related Bond Indenture.

References herein to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

Creation, Issuance and Terms of Notes

SECTION 2.01 CREATION OF THE SERIES FOUR NOTE. There is hereby created an Obligation to be issued under the Master Indenture, as supplemented by this Supplemental Master Indenture Number Four, to be designated and to be distinguished from the Obligations of all other series by the title "Adirondack Medical Center Obligated Group Series Four Note (Essex County Capital Resource Corporation)" in the original principal amount of \$9,500,000 (hereinafter, the "Series Four Note").

SECTION 2.02 FORM OF THE SERIES FOUR NOTE. The Series Four Note shall be in the form of the Series Four Note set forth in Appendix A attached hereto under the caption "Form of the Series Four Note," with such appropriate variations, omissions and insertions as are permitted or required by this Supplemental Master Indenture Number Four. The Series Four Note shall be issued as a registered note without coupons.

SECTION 2.03 AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND REDEMPTION OR PREPAYMENT OF THE SERIES FOUR NOTE.

(A) The Series Four Note shall be in the original principal amount of \$9,500,000 shall be initially registered in the name of the Essex County Capital Resource Corporation, and shall bear interest in accordance with the form of the Series Four Note. Such principal, premium, if any, and interest shall be payable to the Related Bond Trustee for and on behalf of the Issuer at the times and in the manner provided in the form of the Series Four Note.

(B) Amounts due under the Series Four Note shall be modified as follows:

(1) If a portion of the Related Bonds is to be redeemed prior to maturity in accordance with the provisions of the Related Bond Indenture, the principal of the Series Four Note shall be subject to prepayment, in part, upon payment of a sum, in cash or Government Obligations (as defined in the Related Bond Indenture), or both, sufficient, together with any other cash and Government Obligations held by the Related Bond Trustee and available for such purpose, to cause the Outstanding Related Bonds which are to be redeemed to be deemed to be Related Bonds which are not Outstanding under the Related Bond Indenture, and to pay any Administrative Expenses and rebate payments required to be paid pursuant to the Related Bond Indenture and the Related Financing Agreement; or

(2) In addition, and notwithstanding any provision of the Master Indenture to the contrary, if all Outstanding Bonds are to be redeemed prior to maturity in accordance with the provisions of the Related Bond Indenture, the Series Four Note shall be subject to prepayment or redemption, in whole, upon payment of a sum, in cash or Government Obligations, or both, sufficient, together with any other cash and Government Obligations held by the Related Bond Trustee and available for such purpose, to cause all Outstanding Related Bonds to be deemed Related Bonds which are not Outstanding within the

meaning of the Related Bond Indenture and to pay all Administrative Expenses and rebate payments required to be paid pursuant to the Related Bond Indenture and the Related Financing Agreement.

(C) Any amounts so paid shall be paid to and deposited with the Related Bond Trustee for deposit to the Bond Fund established by the Related Bond Indenture in the manner and for use as provided in such Related Bond Indenture.

(D) On and after the date fixed for such prepayment of principal (unless the Obligated Group shall default in such prepayment of the principal, together with premium, if any, and accrued interest thereon to the date fixed for redemption), interest on that portion of the principal amount of the Series Four Note which has been prepaid shall cease to accrue.

(E) Unless waived in writing by the registered Holder of the Series Four Note and the Master Trustee prior to making any advance payment on or redemption of the Series Four Note pursuant hereto, the Obligated Group Agent shall give the registered Holder of the Series Four Note and the Master Trustee notice (in the manner provided therefor in Section 11.08 of the Master Indenture) of such advance payment or redemption.

SECTION 2.04 CONDITIONS TO THE ISSUANCE OF THE SERIES FOUR NOTE. In addition to the conditions set forth in Section 2.06 of the Master Indenture, all conditions precedent to the delivery of the Related Bonds set forth in the Related Bond Indenture shall have been satisfied, and the Related Financing Agreement shall be executed and delivered simultaneously with or prior to the execution, authentication and delivery of the Series Four Note.

ARTICLE III

TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER FOUR

SECTION 3.01 TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER Four. At such time that the Note shall no longer be Outstanding and there shall not remain any unfulfilled obligations of the Hospital or the Obligated Group under the Related Bond Indenture or the Related Financing Agreement, this Supplemental Master Indenture Number Four shall thereupon be terminated and all of the provisions of this Supplemental Master Indenture Number Four shall no longer have any force or effect.

ARTICLE IV

TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT

SECTION 4.01 TRANSFER AND REGISTRATION. The Obligated Group Agent shall cause to be maintained at the Designated Office of the Master Trustee an office or agency where the Note may be presented for registration and for exchange. Upon presentment at such office for registration of transfer, the Obligated Group Agent shall cause to be executed and the Master Trustee shall authenticate and deliver in the name of the transferee a new registered Note. If a Note is presented for transfer, exchange, redemption or payment, the Obligated Group Agent or the Master Trustee may require that it be duly endorsed by or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Master Trustee duly executed by the Holder or the duly authorized attorney of the Holder.

SECTION 4.02 EXCHANGE OF NOTES. The Holder of a Note shall not have the right to exchange such Note for notes in other denominations aggregating the principal amount thereof; provided, however, if there shall be a prepayment of a portion of the principal of the Series Four Note which is not endorsed on the Series Four Note as provided for in Section 4.06 below, at the request of the Holder of the Series Four Note, the Master Trustee, upon surrender of the Series Four Note for exchange, shall deliver a new Series Four Note in a principal amount which is equal to the then unpaid principal amount of the Series Four Note.

SECTION 4.03 MUTILATED, DESTROYED, LOST OR STOLEN NOTE. If a Note shall become mutilated or shall be destroyed, lost or stolen, the Obligated Group Agent shall, upon the written request of the Holder of such Note, execute and the Master Trustee shall thereupon authenticate and deliver in replacement thereof a new Note, payable in the same principal amount and dated the same date as the note so mutilated, destroyed, lost or stolen. In each case, the applicant for a new Note, unless such applicant shall be the Issuer or the Series Four Related Bond Trustee, shall furnish to the Obligated Group Agent and to the Master Trustee such security or indemnity as may be required by each of them to save each of them harmless. In no event shall the Issuer or the Related Bond Trustee be obligated to furnish the Obligated Group Agent or the Master Trustee with any security or indemnity. In all cases, each applicant, including the Issuer or the Series Four Related Bond Trustee, shall be required to furnish the Obligated Group Agent and the Master Trustee with evidence to their satisfaction of the loss, theft or destruction of such Note, and, in the case of the mutilation thereof, the Holder shall surrender to the Master Trustee the mutilated Note.

SECTION 4.04 CANCELLATION. Upon request of the Obligated Group Agent, any canceled Note if surrendered for the purposes of transfer, payment, redemption, in whole or in part, or in exchange, shall be canceled by or under the direction of the Master Trustee in accordance with its customary procedures and no Note shall be issued in lieu thereof, except as expressly required or permitted by the Master Indenture or this Supplemental Master Indenture Number Four. Any such Note shall be delivered to the Obligated Group Agent or, upon similar

request, shall be disposed of by the Master Trustee which shall furnish the Obligated Group Agent with an affidavit or certificate as to such disposal upon its written request.

SECTION 4.05 PERSON DEEMED OWNER. The Person in whose name a Note shall from time to time be registered shall be deemed and regarded as the absolute Holder thereof for all purposes.

SECTION 4.06 ENDORSEMENT OF PAYMENT. At the request of the Master Trustee or the Obligated Group Agent, the Holder of a Note shall endorse on such Note the amount and date of any payment or prepayment of principal and interest.

ARTICLE V

EVENTS OF DEFAULT; CERTAIN ACTION BY THE ISSUER CONSEQUENT UPON AN EVENT OF DEFAULT

SECTION 5.01 EVENTS OF DEFAULT. Each of the Events of Default specified in Section 6.01(A) of the Master Indenture, and, in addition thereto, each of the following events shall constitute an Event of Default under this Supplemental Master Indenture Number Four and the Master Indenture:

(A) an Event of Default (as defined in the Related Financing Agreement) under the Related Financing Agreement; and

(B) the Obligated Group or any Member thereof failing to perform, observe or comply with any of the terms, covenants, conditions or provisions contained in this Supplemental Master Indenture Number Four for a period of thirty (30) days after the date upon which written notice of such failure requiring the same to be remedied shall have been given to the Obligated Group Agent by the Master Trustee, the Issuer or the Related Bond Trustee; provided, however, that if such failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default under this Supplemental Master Indenture Number Four if corrective action is instituted within such period and, in any event, such failure is cured within sixty (60) days after such written notice is given.

SECTION 5.02 ACTION BY THE ISSUER.

(A) In addition to any right that either the Master Trustee or the Issuer may have under Section 6.02 of the Master Indenture to declare, or cause to be declared, the principal amount of all Obligations Outstanding to be immediately due and payable, thereupon causing such principal amount to become and be immediately due and payable, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number Four or the Master Indenture, the Master Trustee shall, if requested by the Issuer (regardless of whether the Outstanding principal amount of the Series Four Note equals at least fifty-one percent (51%) of the aggregate principal amount of all Obligations then Outstanding, and regardless of whether there has been an offer of indemnity from the Issuer), give notice pursuant to Section 6.12 of the Master Indenture to the Obligated Group Agent declaring the principal of the Series Four Note then Outstanding to be immediately due and payable, and upon any such declaration, the entire principal of the Series Four Note then Outstanding shall become and shall be immediately due and payable, any provision in the Master Indenture, or in any Trustee Obligation to the contrary notwithstanding.

(B) Notwithstanding the limitations of Article VI of the Master Indenture, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number Four or the Master Indenture, the Issuer shall be entitled to institute a suit, action or proceeding in equity or at law upon or under or with respect to the Master Indenture seeking any remedy provided under the Master Indenture after giving the notice specified in Section 6.12 of the Master Indenture if

the Master Trustee shall have neglected or refused to institute any such action, suit or proceeding after receipt from the Issuer of the written request (but not the offer of indemnity) otherwise required of Holders of not less than fifty-one percent (51%) in aggregate principal amount of Obligations then Outstanding.

ARTICLE VI

OTHER RIGHTS OF THE SERIES FOUR RELATED BOND TRUSTEE

SECTION 6.01 OTHER RIGHTS OF THE SERIES FOUR RELATED BOND TRUSTEE.

(A) The Obligated Group shall, promptly after execution, notify the Related Bond Trustee and supply the Related Bond Trustee with a copy of all amendments entered into pursuant to the provisions of Section 8.01 and Section 8.02 of the Master Indenture.

(B) At the time any Person shall become a Member of the Obligated Group, such Person shall execute and deliver to the Master Trustee and the Related Bond Trustee a written agreement, in a form satisfactory to the Related Bond Trustee, providing that as long as such Person shall be a Member of the Obligated Group such Person shall be subject to compliance with all of the terms and provisions of the Related Financing Agreement pertaining to the Obligated Group or a Member of the Obligated Group, including the performance and observance of all covenants and obligations of the Obligated Group or a Member of the Obligated Group thereunder, and further, such agreement shall specify that nothing set forth therein shall prohibit such Person from withdrawing from the Obligated Group in accordance with the provisions of Section 3.02 of the Master Indenture. Such agreement shall be accompanied by an Opinion of Counsel, addressed to and reasonably satisfactory to the Related Bond Trustee to the effect that such agreement has been duly authorized, executed and delivered by such Person and constitutes a valid and binding obligation enforceable in accordance with its terms, except as limited by bankruptcy laws, insolvency laws and other laws affecting creditors' rights generally; provided, however, that such opinion may be further qualified to the extent that entering into such an agreement, or making any payment required to be made by such Person thereunder, with respect to Obligations other than those for which such Person has been identified pursuant to Section 2.02(A) of the Master Indenture, might constitute a fraudulent conveyance under applicable bankruptcy and insolvency laws.

(C) The Master Trustee shall promptly notify the Related Bond Trustee in writing of the occurrence of any Event of Default under the Master Indenture or under this Supplemental Master Indenture Number Four of which a Responsible Officer in the Master Trustee's corporate trust department has actual knowledge.

ARTICLE VII

USE OF PROCEEDS

SECTION 7.01 USE OF PROCEEDS.

(A) The proceeds of the Related Bonds made available by the Issuer to the Hospital pursuant to the Related Financing Agreement and as evidence of which the Series Four Note is being issued, shall be used by or on behalf of the Hospital, together with other available funds, to: (1) pay the Costs of the Project Facility; and (2) pay the Costs of issuing the Related Bonds.

(B) As a result thereof, the Hospital shall be deemed to be the Member of the Obligated Group for whose use all of the proceeds of the Series Four Note are to be provided, in accordance with the provisions of Section 2.02(A) of the Master Indenture.

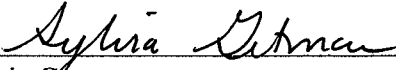
ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 CONSENT TO ISSUER'S PLEDGE. Each Member of the Obligated Group and the Master Trustee hereby acknowledge and consent to the assignment and pledge by the Issuer, in accordance with the Related Bond Indenture and the Pledge and Assignment, to the Related Bond Trustee, as additional security for the Related Bonds, of the Series Four Note, all of the Issuer's rights under the Series Four Note, the Related Financing Agreement (except for the Unassigned Rights as defined therein), the Master Indenture, this Supplemental Master Indenture Number Four and all funds and accounts established by or pursuant to the Related Bond Indenture (except for (A) moneys on deposit in the Credit Facility Account, the Redemption Premium Account and the Remarketing Proceeds Account of the Bond Fund and all moneys and investments therein (including without limitation the proceeds of a Credit Facility) deposited with or paid to the Trustee for the redemption of the Related Bonds, notice of which has been duly given, or for the purchase of Tendered Bonds (as defined in the Related Bond Indenture) pursuant to the Indenture and (B) moneys on deposit in the Rebate Fund), and the right and power to enforce to the extent so assigned the performance of the obligations of, and to exercise to the extent so assigned the rights and powers provided to, each Member of the Obligated Group and of the Issuer, including without limitation, the rights granted to the Issuer pursuant to Section 5.02 of this Supplemental Master Indenture Number Four.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number Four to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: 
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as Master
Trustee

By: _____
Steven V. Vacarello
Vice President

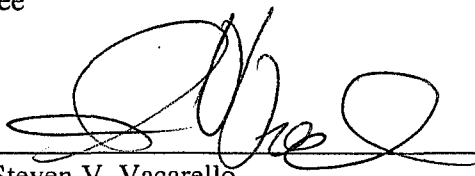
[Signature page to Supplemental Master Indenture Number Four]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number Four to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: _____
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as Master
Trustee

By: 
Steven V. Vacarello
Vice President

[Signature page to Supplemental Master Indenture Number Four]

SERIES FOUR NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

Adirondack Medical Center Obligated Group Series Four Note (Essex County Capital Resource Corporation)

The Adirondack Medical Center, a not-for-profit corporation organized and existing under the laws of the State of New York (the "Hospital"), for itself and as Obligated Group Agent on behalf of the Adirondack Medical Center Obligated Group (the "Obligated Group"), for value received, hereby promises to pay to the order of Essex County Capital Resource Corporation (the "Issuer"), or its registered assigns, the principal sum of \$9,500,000 together with (A) interest thereon at such rate or rates from time to time as in the aggregate will produce an amount equal to all interest becoming due and payable on the Issuer's Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the original aggregate principal amount of \$9,500,000 (the "Related Bonds") issued on the dated date hereof pursuant to an Authorizing Resolution adopted by the members of the Issuer on August 30, 2017 (the "Authorizing Resolution") and that certain Trust Indenture dated as of October 1, 2017 (the "Related Bond Indenture") between the Issuer and U.S. Bank National Association (the "Related Bond Trustee"), (B) any redemption premium applicable to the payment of principal by or on behalf of the Hospital; (C) the Purchase Price, if any, payable on the Related Bonds on any Bond Payment Date (as defined in the Related Bond Indenture); and (D) an amount equal to all other amounts as are required to be paid by the Hospital to the Issuer or the Related Bond Trustee, as provided in the Loan Agreement dated as of October 1, 2017 (the "Related Financing Agreement") between the Hospital and the Issuer, which is incorporated herein by reference and made a part hereof.

Terms used in this Series Four Note which are not defined in the Related Financing Agreement shall have the meanings as defined in the Master Indenture (as defined herein), unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent. The terms "Obligations" and "Outstanding" as used in this Series Four Note shall have the meanings as defined in the Master Indenture.

The foregoing amounts shall be paid by means of loan payments (the "Related Loan Payments") made to the Related Bond Trustee, on behalf of the Issuer, which shall be due and payable as provided below. The respective Related Loan Payments shall be in amounts equal to the sum of the following (less any credits to which the Hospital may be entitled under the Related Financing Agreement), subject to any grace or cure period provided in the Related Financing Agreement:

- (A) (1) On each Interest Payment Date (as defined in the Related Bond Indenture) in an amount equal to the interest, principal and any premium then due on the Related Bonds on such Interest Payment Date and on each Bond Payment Date, in an

amount equal to principal, interest or premium, if any, payable on the Bonds according to their terms and the Indenture, including without limitation, scheduled mandatory redemption dates, unscheduled mandatory redemption dates, optional redemption dates and Stated Maturity, so long as any Bonds shall be Outstanding.

(2) The payments to be made under the foregoing paragraph shall be appropriately adjusted to reflect the date of issue of the Related Bonds, accrued interest deposited in the Bond Fund, if any, and any purchase or redemption of Related Bonds. The Obligated Group shall make payments to the Related Bond Trustee for deposit in the Bond Fund so that there will be available in immediately available funds no later than each payment date on the Related Bonds the amount necessary to pay the principal of, premium, if any, and interest due or coming due on the Related Bonds.

(3) At any time when any principal of the Related Bonds is overdue, the Obligated Group shall also have a continuing obligation to pay to the Related Bond Trustee for deposit in the Bond Fund an amount equal to interest on the overdue principal but the Related Loan Payments required under this paragraph (A) shall not otherwise bear interest. Redemption premiums shall not bear interest.

(4) Not later than noon (New York time) on the date payment therefor is to be made, the Obligated Group shall pay to the Tender Agent in federal or other immediately available funds an amount equal to the amount the Tender Agent requires in order to purchase, on behalf of the Hospital, Related Bonds pursuant to Article III of the Related Bond Indenture; provided, however, that the amount required to be paid under this paragraph (4) shall be reduced by an amount equal to the sum of the amounts made available to the Tender Agent for such purpose from the proceeds of the remarketing of such Bonds by the Remarketing Agent.

(B) The Obligated Group agrees to make the payments required in paragraph (A) in immediately available funds and without any further notice in lawful money of the United States of America. In the event the Obligated Group shall fail to timely make any payment required in paragraph (A) above, the Obligated Group shall pay the same together with all late payment penalties specified in the Related Bonds.

(C) Notwithstanding anything contained herein to the contrary, the Obligated Group's payment obligations under paragraph (A) above shall be deemed satisfied to the extent the Related Bond Trustee receives corresponding payments from the Hospital under and pursuant to the Related Financing Agreement.

The Obligated Group shall have the right from time to time to make advance Related Loan Payments as provided in the Related Financing Agreement and the Related Bond Indenture, which advance payments shall be deposited with the Related Bond Trustee for deposit

in the Bond Fund established by the Related Bond Indenture and shall be used as provided in the Related Financing Agreement and in the Related Bond Indenture.

The Related Loan Payments shall be payable at the Designated Office of the Related Bond Trustee, presently located at 100 Wall Street, 16th Floor, New York, New York 10005, or such other place as the Related Bond Trustee may designate in writing.

If default be made in the payment of any Debt Service Payment due under this Series Four Note or by the occurrence of any one or more of the events of default specified in the Related Financing Agreement, and if such default is not remedied as therein provided, the Issuer (subject to any limitations described in Supplemental Master Indenture Number Four, as defined herein) then, or at any time thereafter, may give notice to the Obligated Group declaring all unpaid amounts of this Series Four Note then outstanding together with all other unpaid amounts then outstanding under the Related Financing Agreement (including all Administrative Expenses), to be due and payable, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default. In the event of default in the payment of this Series Four Note, and if the same is collected by an attorney at law, the Obligated Group hereby agrees to pay all costs of collection, including a reasonable attorney's fee.

The Hospital, for itself and on behalf of the Obligated Group, hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Series Four Note is a duly authorized obligation of the Obligated Group, designated as "Adirondack Medical Center Obligated Group Series Four Note (Essex County Capital Resource Corporation)", together with all other notes and obligations issued and to be issued under that Master Indenture and Security Agreement dated as of November 1, 2012 (the "Master Indenture") between the Hospital, the other Members of the Obligated Group and U.S. Bank National Association (as successor to Deutsche Bank Trust Company Americas), as Master Trustee, shall hereinafter be collectively referred to as the "Obligations", issued under and pursuant to, and entitled to the benefits of, the Master Indenture as supplemented and amended by Supplemental Master Indenture Number Four dated as of October 1, 2017 between the Hospital, for itself and on behalf of the Obligated Group, and the Master Trustee (the "Supplemental Master Indenture") (the Master Indenture, as supplemented and amended by the Supplemental Master Indenture, is herein called the "Obligated Group Indenture") and delivered pursuant to the Related Bond Indenture and the Related Financing Agreement.

This Series Four Note is issued for the purpose of evidencing the obligation of the Members of the Obligated Group to make the Related Loan Payments required of the Hospital under the Related Financing Agreement in amounts sufficient to pay the principal of, premium, if any, and interest on the Related Bonds.

Copies of the Indenture and the Related Financing Agreement are on file at the Designated Office of the Master Trustee, and reference is hereby made to the Indenture and the Related Financing Agreement for the provisions, among others, with respect to the nature and

extent of the rights of the Holder of this Series Four Note and Holders of other Obligations to be issued under the Obligated Group Indenture, the terms and conditions on which, and the purposes for which, this Series Four Note is issued and the rights, duties and obligations of the Hospital and other Members of the Obligated Group and the Master Trustee under the Obligated Group Indenture, to all of which the owner hereof, by acceptance of this Series Four Note, assents.

To the extent permitted by and as provided in the Master Indenture, additions to or changes to the Master Indenture, of any indenture supplemental thereto, and of the rights and obligations of the Hospital and other Members of the Obligated Group and of the Holders of the Obligations in any particular order, may be made by the execution and delivery of an indenture or indentures supplemental to the Master Indenture or any Supplemental Master Indenture, but certain additions or changes, as set forth in the Indenture, which affect the rights of the holder of this Series Four Note, may be made only with the consent of the Holders of not less than a majority in aggregate principal amount of the Obligations then Outstanding. No such addition or change shall be made which will reduce the aggregate principal amount of the Obligations then Outstanding the Holders of which are required to consent to such addition or change, or which will modify, alter, amend, add to or rescind any of the terms or provisions of the Master Indenture in any manner which would materially and adversely affect the interests of the Holders of the Obligations, or any of them, without the consent of the Holders of all Obligations then Outstanding. Also, no such addition or change shall be made which will extend the stated maturity of or time for paying interest on any Obligation or reduce the principal amount of or the redemption premium or rate of interest payable on or currency of payment of any Obligation without the consent of the Holder of such Obligation. Any such consent by the Holder of this Series Four Note shall be conclusive and binding upon such Holder and all future Holders hereof whether or not such future Holders have notice thereof.

This Series Four Note is issuable only as a registered note without coupons.

This Series Four Note shall be registered on the register to be maintained by the Master Trustee for that purpose at the Designated Office of the Master Trustee, and this Series Four Note shall be transferable only upon said register at said Designated Office by the registered Holder or by his duly authorized agent. Such transfer shall be without charge to the Holder hereof. Upon any such transfer, the Hospital, for itself and as Obligated Group Agent, shall execute and the Master Trustee shall authenticate and deliver in exchange for this Series Four Note a new registered note or notes without coupons, registered in the name of the transferee.

The Hospital, the Obligated Group, the Master Trustee, any paying agent and any note registrar may deem and treat the Person in whose name this Series Four Note is registered as the absolute Holder hereof for all purposes, and neither the Hospital, the Obligated Group, any paying agent, the Master Trustee nor any note registrar shall be affected by any notice to the contrary. All payments made to the Person in whose name this Series Four Note is registered shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on this Series Four Note.

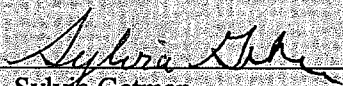
No covenant or agreement contained in this Series Four Note or the Master Indenture shall be deemed to be a covenant or agreement of any officer, agent, or employee of the Hospital or any other Member of the Obligated Group or of the Master Trustee in his individual capacity, and no incorporator, member, officer or member of the Board of the Hospital or any other Member of the Obligated Group shall be liable personally on this Series Four Note or be subject to any personal liability or accountability by reason of the issuance of this Series Four Note.

This Series Four Note shall not be entitled to any benefit under the Master Indenture or be valid or become obligatory for any purpose, until this Series Four Note shall have been authenticated by execution by the Master Trustee, or its successor as Master Trustee, of the Certificate of Authentication inscribed hereon.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, Adirondack Medical Center has caused this Series Four Note to be executed in its name as Obligated Group Agent on behalf of the Obligated Group by the manual signature of its authorized officer as of October 5, 2017.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent
on behalf of the Obligated Group

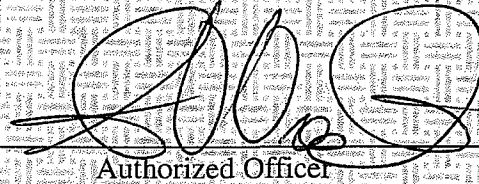
By: 
Name: Sylyya Getman
Title: President/Chief Executive Officer

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Adirondack Medical Center Obligated Group Series Four Note (Essex County Capital Resource Corporation) is one of the Obligations described in the within-mentioned Master Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Master Trustee

By:



Authorized Officer

ASSIGNMENT

This Series Four Note is assigned without recourse or warranty to U.S. Bank National Association, as trustee (the "Trustee") under the Trust Indenture dated as of October 1, 2017 between Essex County Capital Resource Corporation and the Trustee.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By:


Chairman

GUARANTY AGREEMENT

by and between

ADIRONDACK MEDICAL CENTER FOUNDATION

and

**U.S. BANK NATIONAL ASSOCIATION
as successor to Deutsche Bank Trust Company Americas**

as Master Trustee

Dated as of October 5, 2017

relating to

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds
(Adirondack Medical Center Essex County Project), Series 2017A**

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of this 5th day of October, 2017, by and between Adirondack Medical Center Foundation, a New York State not-for-profit corporation (the "Foundation"), and U.S. Bank National Association, a national banking association, as master trustee, its successors and assigns (the "Master Trustee"), under (i) that certain Master Indenture and Security Agreement dated as of November 1, 2012 (the "Master Indenture") between Adirondack Medical Center, a not-for-profit corporation organized and existing under the laws of the State of New York (the "Hospital"), as amended and supplemented, and further supplemented by that certain Supplemental Master Indenture Number Four dated as of October 5, 2017 (the "Essex Supplemental"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to those terms in the Master Indenture and the Essex Supplemental unless the context otherwise requires.

WITNESSETH:

WHEREAS, pursuant to the Master Indenture, as supplemented by the Essex Supplemental, the Hospital on behalf of itself and as Obligated Group Agent for the Obligated Group has issued the Series Four Note (the "Note") as an Obligation under the Master Indenture for the purpose of securing the Hospital's obligations under the Related Financing Agreement (and sometimes hereafter referred to as the "Loan Agreement") with respect to certain Related Bonds (as defined in the Essex Supplemental) (the "Essex Related Bonds"); and

WHEREAS, the Foundation is willing to enter into this Guaranty in order to enhance the security for Obligated Group's obligations with respect to the Note as an inducement to the purchase of the Essex Related Bonds by all who shall at any time become holders and beneficiaries of the Essex Related Bonds.

NOW, THEREFORE, in consideration of the premises, the Foundation does hereby, subject to the terms hereof, covenant and agree with the Master Trustee as follows:

ARTICLE I REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 1.01 The Foundation does hereby represent and warrant that it is a not-for-profit corporation duly organized and existing and in good standing under the laws of the State of New York; it has corporate power to enter into and perform all agreements on its part herein contained; it has been authorized to enter into and perform all agreements on its part herein contained; it has been authorized to enter into this Guaranty by all necessary and proper corporate action; this Guaranty is the valid and binding obligation of the Foundation, enforceable in accordance with its terms; and the execution and delivery by it of this Guaranty and the agreements herein contained do not contravene or constitute a default under any agreement, indenture or commitment to which it is a party or by which it is or may be bound or contravene its Certificate of Incorporation or By-Laws.

ARTICLE II COVENANTS AND AGREEMENTS

Section 2.01 The Foundation hereby unconditionally guarantees to the Master Trustee for the benefit of the holders of the Note, at any time and from time to time the following (collectively, the "Hospital Obligations"): (a) the full and prompt payment of the principal and purchase price of, and redemption premium, if any, on the Note when and as the same shall become due, whether at the stated maturity thereof, by acceleration or call for redemption or otherwise, and (b) the full and prompt payment of interest on the Note when and as the same shall become due, and agrees to pay all amounts payable by the Hospital under the Loan Agreement and all expenses and charges (including court costs and attorneys' fees and expenses) paid or incurred by the Master Trustee or the holders of the Note in realizing upon any of the payments hereby guaranteed or, to the extent permitted by law, in enforcing this Guaranty, the Master Indenture, Essex Supplemental, the Note, the Loan Agreement, the Essex Related Bonds and all of the documents executed and delivered in connection therewith (collectively, the "Financing Documents"). This Guaranty is a guarantee of payment and not merely of collectability, and is in no way conditioned upon any attempt to collect from or proceed against Hospital or any other Person or any other event or circumstance. The obligations of the Foundation under this Guaranty are direct and primary obligations and not merely obligations of surety of the Foundation and are independent of the Hospital Obligations, and a separate action or actions may be brought against the Foundation regardless of whether action is brought against Hospital or any other guarantor or Person or whether Hospital or any other guarantor or Person is joined in any such action or actions. All payments by the Foundation shall be made in lawful money of the United States of America. Each and every default in payment of the principal of, premium, if any, or interest on the Note or any Related Bond shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. Notwithstanding the foregoing, Master Trustee agrees that it shall forbear from making a demand on the Foundation for payment of the Hospital Obligations for a period of thirty (30) days following an Event of Default under any of the Financing Documents.

Section 2.02 The obligations of the Foundation under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until the entire principal and purchase price of, premium, if any, and interest on the Note shall have been paid or provided for in accordance with the terms of the Indenture and shall be automatically reinstated if at any time the Hospital Obligations or the Foundation's obligations hereunder are avoided, rescinded or must otherwise be returned by Master Trustee for any reason, all as though such payment had not been made and, until such payment or provision has been made, shall not be affected, modified or impaired upon the happening from time to time of any event, including, without limitation, any of the following, whether or not with notice to or the consent of the Foundation or the Hospital, unless such notice or consent is required hereunder:

(a) the compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of Issuer under the Related Bond Indenture;

(b) the failure to give notice to the Foundation or the Hospital of the occurrence of a default under the terms and provisions of this Guaranty or the other Financing Documents, except as specifically provided in this Guaranty or the other Financing Documents;

(c) the assignment, pledge or mortgaging or the purported assignment, pledge or mortgaging of all or any part of the interest of the Hospital in any facilities to be financed or refinanced with the proceeds of the Related Bonds;

(d) the waiver of the payment, performance or observance by the holder of the Related Bonds of any of the Hospital's obligations, covenants or agreements contained in the Financing Documents;

(e) the extension of the time for payment of the principal or purchase price of, premium, if any, or interest on any Related Bonds or any part thereof owing or payable on such Related Bonds or under this Guaranty or of the time for performance of any of the other obligations, covenants or agreements under or arising out of this Guaranty or the other Financing Documents;

(f) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Financing Documents;

(g) the taking of, or the omission to take, any of the actions referred to in the Financing Documents;

(h) any failure, omission or delay on the part of the Issuer, the Related Bond Trustee or the Master Trustee in enforcing, asserting or exercising any right, power or remedy conferred on such parties in this Guaranty or the other Financing Documents, or in enforcing, asserting or exercising any other act or acts on the part of the any of the holders at any time or from time to time of the Note or the Related Bonds;

(i) to the extent permitted by law, the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors or readjustment of, or other similar proceeding affecting the Foundation, the Hospital or the Issuer of any of the assets of either of them, or any allegation or contest of the validity of this Guaranty or the other Financing Documents in any such proceeding;

(j) to the extent permitted by law, the release or discharge by operation of law of the Foundation or the Hospital from the performance or observance of any obligation, covenant or agreement contained in this Guaranty or the other Financing Documents; or

(k) the default or failure of the Foundation or the Hospital fully to perform any of its obligations, covenants or agreements set forth in this Guaranty or the other Financing Documents.

Section 2.03 The Foundation agrees to notify the Master Trustee and the Related Bond Trustee and no later than seven (7) days after its inability to pay its debts as they become due in the usual course of business or of its having liabilities (but excluding the contingent liability of this Guaranty or other guaranties provided by the Foundation to the Master Trustee or others) in excess of the fair market value of assets.

Section 2.04 No setoff, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature, which the Foundation or the Hospital has or may have against the Issuer, the Related Bond Trustee or the Master Trustee or any holder(s) of the Related Bonds shall be

available hereunder to the Foundation against the Master Trustee. All payments made by the Foundation pursuant to this Guaranty may in the discretion of Master Trustee be held by Master Trustee as collateral for the Foundation's obligations hereunder, or then or at any time thereafter applied in whole or part by Master Trustee to the Foundation's obligations hereunder (whether or not then due) and all other amounts payable under this Guaranty in such order as Master Trustee may elect.

Section 2.05 In the event of a default in the payment of the principal or purchase price of, or premium, if any, on the Note when and as the same shall become due, whether at the stated maturity thereof, by acceleration or call for redemption or otherwise, the Master Trustee may, and if requested so to do by the holders of fifty-one percent (51%) in aggregate principal amount of Note then Outstanding, and upon indemnification as hereinafter provided, shall, proceed first and directly against the Foundation under this Guaranty and, in its sole discretion, without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Issuer, the Related Bond Trustee or the Master Trustee.

Before taking any action hereunder, the Master Trustee may require that a satisfactory indemnity bond be furnished by the holders of the Note requesting such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default by reason of any action so taken.

The Foundation agrees to pay all costs, expenses and fees, including, to the extent permitted by law, all reasonable attorneys' fees and expenses, which may be incurred by the Master Trustee in enforcing or attempting to enforce this Guaranty or the other Financing Documents following any default on the part of the Foundation hereunder or thereunder, whether the same shall be enforced by suit or otherwise. To the extent such costs, fees and expenses are paid by the Foundation, the Master Trustee shall reimburse the holders of the Note for any costs, fees or expenses advanced by the holders of the Note in accordance with the provisions of the preceding paragraph, it being the purpose of the parties hereto to avoid reimbursing the Master Trustee twice for expenses incurred in enforcing this Guaranty.

Section 2.06 The Foundation hereby expressly waives notice in writing or otherwise from the Master Trustee or the holders, at any time or from time to time, of the Note or the Related Bonds, of their acceptance of and reliance on this Guaranty.

Section 2.07 This Guaranty is entered into by the Foundation for the benefit of the holders of the Note and the Related Bonds and the Master Trustee and any successor trustee or successor trustees and their respective successors and assigns under the Indenture. All references herein to "Master Trustee" apply to any such successor trustee.

Section 2.08 The terms of this Guaranty may be enforced as to any one or more breaches either separately or cumulatively. Without limiting the generality of any other provision of this Guaranty, if any acceleration of the time for payment or performance of any obligations of Hospital under the Financing Documents, or any condition to any such acceleration, shall at any time be stayed, enjoined or prevented for any reason (including stay or injunction resulting from the pendency against Hospital or any other Person of a bankruptcy, insolvency, reorganization,

dissolution or similar proceeding), the Foundation agrees that, for purposes of this Guaranty and its obligations hereunder, at the option of Master Trustee such Hospital obligations shall be deemed to have been accelerated and such condition to acceleration shall be deemed to have been met.

Section 2.09 The Foundation shall at all times indemnify and hold the Master Trustee, the Issuer, the Related Bond Trustee and the holders of the Related Bonds and their members, directors, officers, employees, attorneys and agents (the "Indemnified Parties"), harmless against any and all liability, losses, damages, costs, expenses, taxes, claims, demands and judgments of any nature arising from or in connection with the issuance of the Note and the Related Bonds, including, without limitation, all costs and expenses resulting from, arising out of or in connection with the acceptance or administration of the Financing Documents or the trusts thereunder, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by the Indemnified Parties, in connection therewith, provided that the benefits of this Section 2.09 shall not inure to any person other than the Indemnified Parties, and provided further that such loss, damage, death, injury, claims, demands or causes shall not have resulted from the gross negligence, willful misconduct or bad faith of the Indemnified Parties. In case any action shall be brought against the Indemnified Parties or to the actual knowledge of Indemnified Parties threatened against any of them in respect of which indemnity may be sought against the Foundation, the Indemnified Party(ies) subject to such claim shall promptly notify the Foundation in writing, provided that failure to provide such notice shall not affect the indemnity provided herein. The Foundation shall have the sole right and duty to assume, and shall assume, the defense thereof, with counsel acceptable to the person on behalf of which the Foundation undertakes a defense, with full power to litigate, compromise or settle the same in its sole discretion. The Indemnified Parties shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the Foundation shall not be responsible for the fees and expenses of such counsel unless: (i) the Foundation fails to assume the defense of such action as provided herein or (ii) the person engaging such counsel shall have reasonably concluded (A) that there may be one or more legal defenses available to it that are different from or additional to those available to the Foundation or other persons represented by counsel employed by the Foundation and (B) that joint representation is inadequate. The obligations of the Foundation under this Section 2.09 shall survive the termination of Guaranty.

Section 2.10 The Foundation agrees that it will continue to be a not-for-profit corporation either organized under the laws of or duly qualified to do business in the State, will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another Person or permit one or more Persons to consolidate with or merge into it; provided, that the Foundation may, without violating the foregoing, consolidate with or merge into another Person, or permit one or more Persons to consolidate with or merge into it, or transfer all or substantially all of its assets to another such Person (and thereafter dissolve or not dissolve, as the Foundation may elect) if the Person surviving such merger or resulting from such consolidation, or the Person to which all or substantially all of the assets of the Foundation are transferred, as the case may be:

(i) is a corporation, limited liability company or other business entity organized under the laws of the United States of America, or any state, district or territory thereof, and qualified to do business in the State;

(ii) shall expressly in writing assume all of the obligations of the Foundation contained in this Guaranty; and

(iii) provided that no Event of Default has occurred and is continuing.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the properties and assets of the Foundation in accordance with this Section, the successor corporation formed by such consolidation or into which the Foundation is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Foundation under this Guaranty with the same effect as if such successor corporation had been named as the Foundation herein, and thereafter the predecessor corporation shall be relieved of all obligations and covenants under this Guaranty.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

Section 2.11 Any rights which the Foundation may have or acquire by way of subrogation, reimbursement, restitution, exoneration, contribution or indemnity, and any similar rights (whether arising by operation of law, by agreement or otherwise), against Hospital or any other Person, arising from the existence, payment, performance or enforcement of any of the obligations of the Foundation under or in connection with this Guaranty, shall be subordinate in right of payment to the Hospital Obligations, and the Foundation shall not exercise any such rights until all of the Hospital Obligations and all of the Foundation's obligations under this Guaranty have been paid in cash and performed in full and all commitments to extend credit under, the Financing Documents shall have terminated. If, notwithstanding the foregoing, any amount shall be received by the Foundation on account of any such rights prior to such time such amount shall be held by the Foundation in trust for the benefit of Master Trustee, segregated from other funds held by the Foundation, and shall be forthwith delivered to Master Trustee in the exact form received by the Foundation (with any necessary endorsement), to be applied to the Hospital Obligations, whether matured or unmatured, in accordance with the Related Financing Agreement, or to be held by Master Trustee as security for the Hospital Obligations and disposed of by Master Trustee in any lawful manner and in accordance with the Related Financing Agreement.

Section 2.12 Any indebtedness of Hospital now or hereafter held by the Foundation is hereby subordinated in right of payment to the Hospital Obligations, and any such indebtedness of the Foundation collected or received by the Foundation during the continuance of an Event of Default under the Financing Documents shall be held in trust for Master Trustee and shall forthwith be paid over to Master Trustee to be credited and applied against Hospital's obligations under the Financing until all of the Hospital Obligations have been paid in cash and performed in full and all commitments to extend credit under the Financing Documents shall have terminated.

Section 2.13 This Guaranty is a continuing guaranty and shall continue in full force and effect until all of the Hospital Obligations and the Foundation's obligations under this Guaranty have been paid in cash and performed in full, and all commitments to extend credit under, the Financing Documents have terminated, subject in any event to reinstatement in accordance with the terms hereof. Without limiting the generality of the foregoing, the Foundation hereby irrevocably waives any right to terminate or revoke this Guaranty.

Section 2.14 The parties hereto intend to conform to all applicable laws limiting the maximum rate of interest that may be charged or collected by Master Trustee from the Foundation. Accordingly, notwithstanding any other provision hereof, the Foundation shall not be required to make any payment to or for the account of Master Trustee, and Master Trustee shall refund any payment made by the Foundation, to the extent that such requirement or such failure to refund would violate or conflict with mandatory and nonwaivable provisions of applicable law limiting the maximum amount of interest which may be charged or collected by Master Trustee from the Foundation. In any action, suit or proceeding pertaining to this Guaranty, the burden of proof, by clear and convincing evidence, shall be on the Person claiming that this Section 2.14 applies to limit any obligation of the Foundation under this Guaranty or to require Master Trustee to make any refund, or claiming that this Guaranty conflicts with any applicable law limiting the maximum rate of interest that may be charged or collected by Master Trustee from the Foundation, as to each element of such claim.

Section 2.15 Notwithstanding any other provision hereof, to the extent that mandatory and nonwaivable provisions of applicable law pertaining to fraudulent transfer or fraudulent conveyance otherwise would render the full amount of the obligations of the Foundation under this Guaranty avoidable, invalid or unenforceable, the obligations of the Foundation under this Guaranty shall be limited to the maximum amount which does not result in such avoidability, invalidity or unenforceability. In any action, suit or proceeding pertaining to this Guaranty, the burden of proof, by clear and convincing evidence, shall be on the Person claiming that this Section 2.15 applies to limit any obligation of the Foundation under this Guaranty, or claiming that any obligation of the Foundation under this Guaranty is avoidable, invalid or unenforceable, as to each element of such claim.

Section 2.16

(a) The Foundation hereby covenants and agrees that the Foundation (i) shall keep and maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, or such other accounting method as has been approved by Master Trustee in writing and (ii) shall permit Master Trustee and any authorized representatives of Master Trustee to have reasonable access to and to inspect, examine and make copies of the Foundation's books and records, any and all accounts, data and other documents, at all reasonable times upon the giving of reasonable notice of such intent. In addition, in the event that any material adverse litigation or material adverse change occurs in the financial condition of the Foundation, then the Foundation shall promptly notify Master Trustee of such occurrence.

(b) The Foundation hereby covenants and agrees to provide to Master Trustee and the purchaser ("Purchaser") of the Essex Related Bonds the following information:

(1) Within one hundred fifty (150) days after each calendar year-end, independent certified public accountant audited financial statements, prepared in conformity with GAAP, of the Foundation which shall include a statement of contingent liabilities and any other information reasonably requested by Master Trustee or Purchaser.

(2) Within sixty (60) days after the close of each calendar quarter: (i) management prepared financial statements, in reasonable detail and in conformity with GAAP, and certified by an authorized representative of the Foundation as presenting fairly the financial position of the Foundation as of the end of such calendar quarter.

(3) Within thirty days of the filing of same, complete, executed copies, of the Foundation's Federal income tax returns for such calendar year, together with any and all schedules and exhibits annexed thereto.

(c) The Foundation hereby covenants and agrees that the Foundation shall furnish to Master Trustee any other financial information reasonably requested by Master Trustee or Purchaser.

Section 2.17 The Foundation will not change the Foundation's principal place of business/residence, as applicable, without giving Master Trustee at least thirty (30) days' advance written notice of such change.

ARTICLE III NOTICE AND SERVICE OF PROCESS, PLEADINGS AND OTHER PAPERS

Section 3.01 The Foundation represents and warrants that it is a New York State not-for-profit corporation qualified to do business and subject to service of process in the State of New York and covenants and agrees that it will remain so qualified so long as the Note is Outstanding. If for any reason the Foundation should not be, or fail to remain, so qualified, the Foundation hereby designates and appoints, without power of revocation except in conjunction with a substitute appointment, the New York State Secretary of State as the agent of the Foundation upon whom may be served all notices, process, pleadings or other papers which may be served upon the Foundation as a result of any of its obligations, covenants or agreements contained in this Guaranty.

Section 3.02 Any notice, process, pleading or other paper served upon any of the foregoing agents shall, at the same time be sent as provided in the Master Indenture.

ARTICLE IV MISCELLANEOUS

Section 4.01 No amendment, change, modification, alteration or termination of the Financing Documents shall be made which would in any way increase the Foundation's obligations under this Guaranty without obtaining the prior written consent of the Foundation.

Section 4.02 The obligations of the Foundation hereunder shall arise absolutely and unconditionally when the Note shall have been issued, sold and delivered and shall remain in full

force and effect to and including the date on which the Note shall no longer be Outstanding, subject in any event to reinstatement in accordance with the terms hereof.

Section 4.03 No remedy herein conferred upon or reserved to the Master Trustee hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall, to the extent permitted by law, be cumulative and in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute. To the fullest extent permitted by law, no delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In the event any provision contained in this Guaranty should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely (subject to Section 4.06 hereof) by an instrument in writing duly executed by the parties hereto.

Section 4.04 This Guaranty constitutes the entire agreement and understanding and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.05 If any clause, provision or section of this Guaranty be held illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable clause, provision or section had not been contained herein. In case any obligation, covenant or agreement contained in this Guaranty be held to be in violation of law, then such obligation, covenant or agreement of the Foundation shall be deemed to be the obligation, covenant or agreement of the Foundation to the full extent permitted by law.

Section 4.06 The Master Trustee may not enter into any amendment hereto or agree to any termination hereof which in its reasonable judgment adversely affects the holder of any Related Bond without the written approval or consent of such holder.

Section 4.07 This Guaranty shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of said State of New York without giving effect to choice of law principals that would impose the laws of another jurisdiction.

Section 4.08 All notices and other communications (collectively, "notices") under this Guaranty shall be in writing, except as otherwise expressly permitted herein, and shall be sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, by nationally-recognized overnight courier, or by personal delivery, in all cases with charges

prepaid, to the following address, unless and until a party shall have notified the other party hereto of a substitute address:

If to the Foundation:

Adirondack Medical Center Foundation
d/b/a Adirondack Health Foundation
2233 State Route 86
P.O. Box 120
Saranac Lake, New York 12983
Attention: Chair

With a copy to:

Rivkin Radler LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

If to Master Trustee:

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, New York 10005
Attention: Steven V. Vaccarello

With a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, New York 10036-4039
Attention: Peter A. Baumgaertner, Esq.

Any properly given notice shall be deemed given or made upon the earliest of: (a) if delivered by hand or by overnight courier, one Business Day after delivery to such hand or overnight courier; or (b) if delivered by mail, three Business Days after deposit in the mails. Master Trustee may rely on any notice (whether or not made in a manner contemplated by this Guaranty) purportedly made by or on behalf of the Foundation, and Master Trustee shall have no duty to verify the identity or authority of the Person giving such notice.

Section 4.09 All representations and warranties of the Foundation contained in or made in connection with this Guaranty shall survive, and shall not be waived by, any investigation by or knowledge of Master Trustee, any extension of credit, or any other event or circumstance whatsoever.

Section 4.10 This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.

Section 4.11 This Guaranty has been fully negotiated between the applicable parties, each party having the benefit of legal counsel, and accordingly neither any doctrine of construction of guaranties or suretyships in favor of the Foundation, nor any doctrine of construction of ambiguities against the party controlling the drafting, shall apply to this Guaranty.

Section 4.12 In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way be affected or impaired thereby.

Section 4.13 This Guaranty shall be binding upon the Foundation, its successors and assigns, and shall inure to the benefit of and be enforceable by Master Trustee and its successors and assigns. Without limitation of the foregoing, Master Trustee (and any successive assignee or transferee) from time to time may assign or otherwise transfer or create a participation interest in all or any portion of its rights or obligations under this Guaranty to Purchaser or any affiliate of Purchaser, and such obligations under this Guaranty shall be and remain obligations under this Guaranty entitled to the benefit of this Guaranty, and to the extent of its interest in the Foundation's obligations under this Guaranty such other Person shall be vested with all the benefits in respect thereof granted to Master Trustee in this Guaranty or otherwise.

Section 4.14 THE FOUNDATION AND MASTER TRUSTEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY OF THE FINANCING DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS GUARANTY OR RELATIONSHIP THAT IS BEING ESTABLISHED HEREBY.

Section 4.15 All judicial proceedings brought against the Foundation with respect to this Guaranty may be brought in any state or federal court of competent jurisdiction sitting in Albany, New York and by execution and delivery of this Guaranty, the Foundation accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guaranty. The Foundation irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 4.15.


Section 4.16 Notwithstanding anything to the contrary contained in this Guaranty, no personal liability shall be asserted, sought or obtained by Master Trustee under this Guaranty or enforceable by Master Trustee under this Guaranty against (i) any direct or indirect partner, member, principal, officer, beneficiary, trustee, advisor, shareholder, director, employee or agent of the Foundation (collectively, the "Exculpated Parties"), and none of the Exculpated Parties shall have any personal liability in respect of obligations of the Foundation under this Guaranty. Nothing in this Section 4.16 shall be deemed (x) a waiver of the obligations of the Foundation

under this Guaranty, or to release the Foundation from any personal liability pursuant to, or from any of its respective obligations under, this Guaranty.

[Remainder of this Page Intentionally Left Blank]


IN WITNESS WHEREOF, the Foundation has caused this Guaranty to be executed in its name and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

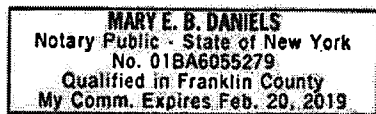
**ADIRONDACK MEDICAL CENTER
FOUNDATION**

By: 
Name: Hannah Hanford
Title: Executive Director

[Corporate Seal

Attest:

By: 
Name:
Title:



Accepted as of this ____
day of _____, 2017 by

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Foundation has caused this Guaranty to be executed in its name and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

**ADIRONDACK MEDICAL CENTER
FOUNDATION**

By: _____
Name: Hannah Hanford
Title: Executive Director


[Corporate Seal

Attest:

By: _____
Name:
Title:

Accepted as of this 5th
day of October, 2017 by

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By: 
Name: STEVEN V. VACCARELLO
Title: VICE PRESIDENT

ESSEX COUNTY CAPITAL RESOURCE CORPORATION, as Issuer

ADIRONDACK MEDICAL CENTER, as Borrower

AND

COMPASS MORTGAGE CORPORATION, as Initial Bondholder

BOND PURCHASE AGREEMENT

DATED AS OF October 5, 2017

RELATING TO THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION
MULTI-MODE REVENUE BONDS
(ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A

BOND PURCHASE AGREEMENT

October 5, 2017

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York 12932
Attention: Chief Executive Officer

Ladies and Gentlemen:

The undersigned, Compass Mortgage Corporation ("**Initial Bondholder**") offers to enter into this Bond Purchase Agreement (the "**Bond Purchase Agreement**") with the Essex County Capital Resource Corporation, a not-for-profit local development corporation organized under Section 1411 of the Not-For-Profit Corporation Law of the State of New York ("**Issuer**") and Adirondack Medical Center, a not-for-profit corporation organized and existing under the laws of the State of New York ("**Hospital**") which, upon the acceptance of this offer and the execution of this Bond Purchase Agreement and subject to the terms and conditions contained herein shall be in full force and effect in accordance with its terms and shall be binding upon each of you and Initial Bondholder. Unless otherwise defined in this Bond Purchase Agreement, capitalized terms have the respective meanings defined in the Indenture (as hereinafter defined).

1. (a) Under the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, Initial Bondholder agrees to purchase up to \$9,500,000 of Issuer's Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "**Series 2017A Bonds**") and also sometimes referred to as the "**Initial Bonds**") consisting of the \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A as more fully described in the Indenture. The purchase price for the Series 2017A Bonds will be paid in immediately available funds to U.S. Bank National Association, as Trustee (the "**Trustee**") on the Closing (as defined in paragraph 5 hereof) as provided below. The Series 2017A Bonds shall be subject to redemption as set forth in the Indenture. The Series 2017A Bonds will be issued by Issuer under and will be secured by, among other things, a Trust Indenture dated as of October 1, 2017 as may be amended and supplemented from time to time (the "**Indenture**"), between Trustee and Issuer.

(b) The Series 2017A Bonds shall be dated October 1, 2017 and shall be issued as follows: the Series 2017A Bonds shall be issued in the aggregate principal amount of

\$9,500,000 and shall bear interest at the Bank Loan Rate as stated on each of the Series 2017A Bonds from the date thereof, payable monthly, commencing on October 5, 2017, and shall mature on the date and in the principal amount, as set forth in the Series 2017A Bonds and the Indenture.

(c) The Series 2017A Bonds shall be subject to mandatory tender as provided in the Indenture.

(d) On the Closing for the Initial Bonds, the Initial Bondholder, shall pay to the Trustee the initial draw (the "**Initial Draw**") in the aggregate principal amount of \$9,500,000.00 with respect to the Series 2017A Bonds, which shall consist of Series 2017A Bonds principal in the amount of \$9,500,000.00. With respect to the Series 2017A Bonds, the Initial Bondholder shall pay the Initial Draw in immediately available funds to the Trustee. With respect to the Series 2017A Bonds, the Trustee shall deposit the portion of the Initial Draw thereon in the Construction Account of the Project Fund, pursuant to Section 402 of the Indenture.

2. Hospital represents, warrants and covenants to Initial Bondholder and Issuer as of the time of acceptance hereof and as of the time of the Closing that:

(a) The execution and delivery by the Authorized Representative of Hospital of this Bond Purchase Agreement, the Continuing Covenant Agreement dated October 5, 2017 (the "**Continuing Covenant Agreement**") between Initial Bondholder and Hospital, the Bond Documents (as defined in the Continuing Covenant Agreement) and all other documents contemplated thereby in connection with the purchase of the Series 2017A Bonds does not and will not materially violate the certificate of incorporation or by-laws of Hospital or any court order of which Hospital should reasonably be aware in the reasonable conduct of its business and by which Hospital is bound, and such actions do not and will not constitute a material default under any material agreement, indenture, mortgage or lease, note or other obligation or instrument to which Hospital is bound or to which any of its property is subject, and no approval or other action by any governmental authority or agency is required in connection therewith, except approvals which have been, or will be, obtained.

(b) The Bond Documents, when executed and delivered by Hospital, will be legal, valid and binding obligations of Hospital, enforceable in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, or the rights of creditors of corporations generally and by application of general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) Hospital agrees that all representations and warranties made by it herein, and in its certificates and the Bond Documents or other instruments delivered pursuant hereto in connection herewith, shall be deemed to have been relied on by Initial Bondholder, and constitute an inducement to Initial Bondholder to purchase the Series 2017A Bonds. Hospital acknowledges and agrees that such reliance shall be made notwithstanding any investigation

heretofore or hereafter made by Initial Bondholder and that all of Initial Bondholder's rights hereunder and thereunder shall survive delivery to Initial Bondholder of the Series 2017A Bonds.

(d) Hospital hereby consents to the issuance of the Bonds and to all of the terms and conditions contained in the Bond Documents, including the Indenture, the Loan Agreement and in any tax certificate delivered in connection with issuance of the Bonds, including without limitation covenants concerning the use and expenditures, including the timing of expenditures, of Bond proceeds.

3. Issuer represents, warrants and covenants to Initial Bondholder and Hospital as of the time of acceptance hereof and as of the time of the Closing that:

(a) The execution and delivery by the Authorized Representative of Issuer of the Series 2017A Bonds, this Bond Purchase Agreement, the Indenture, and all other documents contemplated thereby in connection with the issuance of the Series 2017A Bonds and the undertaking of the Project to which Issuer is a party (collectively, the "**Issuer Documents**") and the performance by Issuer of its obligations under the Issuer Documents, do not and will not violate the charter or bylaws of Issuer or any court order of which Issuer should reasonably be aware in the reasonable conduct of its business and by which Issuer is bound, and such actions do not and will not constitute a default under any material agreement, indenture, mortgage or lease, note or other obligation or instrument to which Issuer is bound or to which any of its property is subject, and no approval or other action by any governmental agency is required in connection therewith, except approvals which have been obtained. The Bond Resolution and the forms of the Issuer Documents were adopted or approved at a duly convened meeting of Issuer, with respect to which all legally required notices were duly given and at which meeting a quorum was present and acting at the time of adoption or approval thereof.

(b) The Series 2017A Bonds will be duly authorized, executed, issued and delivered by Issuer, and the Series 2017A Bonds will constitute legal, valid and binding special and limited non-recourse obligations of Issuer.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending of which Issuer has knowledge or, to the knowledge of Issuer, threatened against or affecting Issuer, or to the knowledge of Issuer is there any basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse affect on the validity or enforceability of this Bond Purchase Agreement, the Series 2017A Bonds, any other of the Issuer Documents, or on the existence of Issuer, or seeking to prohibit, restrain or enjoin the continued use of the Project, or the sale or purchase of the Series 2017A Bonds or the execution and delivery of any of the Issuer Documents.

(d) The Issuer Documents have been executed and delivered by Issuer, will be legal, valid and binding limited special obligations of Issuer, enforceable in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or the rights of creditors of corporations generally and by application of general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

4. Initial Bondholder represents, warrants and covenants to Issuer and Hospital as of the time of acceptance hereof and as of the time of the Closing that:

(a) It is duly authorized and empowered to execute and deliver this Bond Purchase Agreement and that it is duly authorized to perform its obligations hereunder and that it has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Bond Purchase Agreement;

(b) This Bond Purchase Agreement has been duly executed and delivered by Initial Bondholder and shall constitute a valid and binding obligation of Initial Bondholder, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, or the rights of creditors of corporations generally and by application of general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. On October 5, 2017, or on such other date as shall have been mutually agreed upon, Trustee will, subject to the terms and conditions hereof, deliver to Initial Bondholder the Series 2017A Bonds, in definitive form or in temporary form satisfactory to Initial Bondholder and such Series 2017A Bonds to be delivered to Initial Bondholder shall be made available to Initial Bondholder for inspection at least one (1) business day prior to the Closing, and Issuer and Hospital will deliver to Initial Bondholder the other documents hereinabove mentioned and Initial Bondholder will accept such delivery and will pay, on October 5, 2017, the Initial Draw, as set forth in Paragraph 1 hereof in immediately available funds to Trustee for deposit to the account of Trustee. Such payment and delivery is hereinbefore and hereinafter called the "Closing". The Series 2017A Bonds shall be delivered as registered Series 2017A Bonds as required in the Indenture.

6. Initial Bondholder's obligations hereunder to purchase and pay for the Series 2017A Bonds shall be subject to the performance by Hospital of its obligations to be performed hereunder and under the Continuing Covenant Agreement and the other Transaction Documents to which it is a party (as defined herein) at or prior to the Closing and the accuracy of its and Issuer's representations and warranties contained herein and shall also be subject to Initial Bondholder having received and approved (or waived the requirement for such) each of the following:

i. (1) An approving opinion dated as of the Closing of Squire, Patton Boggs, Bond Counsel, in form and substance satisfactory to counsel to Initial Bondholder, including an opinion that under the law existing as of the date hereof, that interest on the Series 2017A Bonds is excluded from gross income for Federal income tax purposes, interest on the Series 2017A Bonds is not an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals and corporations, and interest on the Series 2017A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof; (2) an opinion of Pillsbury Winthrop Shaw Pittman LLP

dated as of the Closing, counsel to Trustee, in form and substance satisfactory to counsel to Initial Bondholder; (3) an opinion of Rivkin Radler LLP dated as of the Closing, counsel to Hospital and Adirondack Medical Center Foundation, in form and substance satisfactory to counsel to Initial Bondholder; and (4) an opinion of Briggs Norfolk LLP ("**Issuer Counsel**"), counsel to Issuer, dated as of the Closing, in form and substance satisfactory to counsel to Initial Bondholder.

ii. The Closing Certificate executed by an authorized officer of Issuer dated the date of Closing and approved by Initial Bondholder and its counsel.

iii. The Closing Certificate executed by an authorized officer of Hospital dated the date of Closing and approved by Initial Bondholder and its counsel.

iv. An executed copy of each of the Transaction Documents to the issuance of the Series 2017A Bonds.

v. An executed copy of the Tax Certificate and Agreement dated as of the date of the Closing executed by the Hospital, the Issuer and the Trustee.

vi. Such additional certificates, instruments, opinions, and documents as Hospital Counsel, Bond Counsel, Issuer Counsel, or Reed Smith LLP ("**Initial Bondholder Counsel**") may deem reasonably necessary or desirable to evidence the due authorization, execution, delivery and sale of the Series 2017A Bonds and the due performance or satisfaction by Issuer and Hospital at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by Issuer and Hospital in connection with the transactions contemplated by the Indenture and this Bond Purchase Agreement.

vii. Such additional legal opinions, certificates, proceedings, instruments and other documents as Initial Bondholder or Initial Bondholder Counsel may reasonably request to evidence compliance by Initial Bondholder, Trustee, Issuer or Hospital with legal requirements, and to certify the truth and accuracy, as of the Closing, of the representations of Issuer and Hospital contained herein and the due performance or satisfaction by Issuer and Hospital at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each of them.

viii. Binders or certificates for insurance providing coverage required by the Continuing Covenant Agreement and the Master Trust Indenture.

ix. Evidence reasonably satisfactory to Initial Bondholder that the principal amount of the Series 2017A Bonds and other funds available to Hospital are sufficient to pay the costs of the Essex County Project Facility (the "**Facility**").

x. Subject to Hospital obtaining initial site plan approval to certain phases of the Project Facility and an initial building permit, both of which have been provided to Initial Bondholder and found acceptable to Initial Bondholder, and New York State Department of Health authority to construct and compliance with the contingencies, conditions and terms contained therein (the "Approvals"), evidence satisfactory to Initial Bondholder and its counsel as to (i) the methods of access to and egress from the Facility, and nearby or adjoining public ways, meeting the reasonable requirements of property of the type contemplated to be completed and the status of completion of any required improvements to such access; (ii) the availability of storm and sanitary sewer facilities meeting the reasonable requirements of the Facility; (iii) the availability of all other required utilities, in location and capacity sufficient to meet the reasonable needs of the Facility; and (iv) the securing of all governmental approvals, from each applicable governmental agency which are required under applicable requirements for the construction, reconstruction and equipping of the Facility, together with copies of all such governmental approvals. The parties hereto acknowledge that as of the date of this Bond Purchase Agreement to the extent the foregoing has not been obtained, including final site plan approval for all phases of the Project Facility and attendant building permits, the Hospital agrees to diligently pursue such Approvals.

xi. A copy of the tax map of the Town of Lake Placid or other evidence showing each tax account designation for the Facility.

xii. Omitted.

xiii. Omitted.

xiv. Omitted.

xv. Copies of all leases affecting the Facility.

xvi. UCC-1 Financing Statements searches on Hospital from the State of New York and the County of Essex.

xvii. Evidence that the Facility is not located in an area that has been identified by the Secretary of Housing and Urban Development as having special flood hazards, or that Hospital has obtained the flood hazard insurance required by the National Flood Insurance Act of 1968, as amended by Flood Disaster Protection Act of 1973 (42 USC 4013, et seq.).

xviii. A certified copy of the Master Trust Indenture (as defined in the Continuing Covenant Agreement) and all supplements thereto.

xix. A copy of the resolutions of Hospital and Issuer approving the Project and the execution of the Bond Documents and the Issuer Documents, respectively.

xx. Evidence satisfactory to Initial Bondholder and Initial Bondholder Counsel that Issuer has duly authorized, executed, issued and delivered the Series 2017A Bonds to Initial Bondholder.

xxi. An Investor Letter, dated as of the dated of Closing, in the form attached hereto as Appendix A.

7. Hospital shall pay all reasonable expenses incident to the transaction contemplated in this Bond Purchase Agreement, including, but not limited to: (i) the cost of the preparation, printing and delivery to Initial Bondholder of the Series 2017A Bonds; (ii) the reasonable fees and disbursements of Hospital Counsel, Issuer and Issuer Counsel and Bond Counsel; (iii) the reasonable fees and disbursements of Trustee and counsel for Trustee; and (iv) the reasonable fees and disbursements of Initial Bondholder Counsel.

8. Whether or not the transactions contemplated by this Bond Purchase Agreement shall be consummated, Hospital will (i) pay all reasonable expenses incurred by Initial Bondholder incident to the transactions contemplated by this Bond Purchase Agreement or in connection with any enforcement, modification, amendment, or alteration of this Bond Purchase Agreement, the Series 2017A Bonds, the Continuing Covenant Agreement, the Bond Documents or the Issuer Documents (this Bond Purchase Agreement, the Continuing Covenant Agreement, the Series 2017A Bonds, the Bond Documents, the Issuer Documents, and any other documents executed in connection with the issuance and purchase of the Series 2017A Bonds is collectively referred to as the “**Transaction Documents**”) (whether or not any such modification, amendment or alteration becomes effective), including, but not limited to, any reasonable out-of-pocket expenses incurred by Initial Bondholder and the reasonable fees, charges and disbursements of Initial Bondholder Counsel; and (ii) pay, and save Initial Bondholder harmless against any and all liability with respect to, amounts payable as a result of (a) any taxes which may be determined to be payable in connection with the execution and delivery of the Series 2017A Bonds, this Bond Purchase Agreement or any of the Transaction Documents, or any modification, amendment or alteration of the terms or provisions of any of the Series 2017A Bonds, this Bond Purchase Agreement or any of the Transaction Documents, other than income taxes, branch profits taxes, franchise taxes or any other tax imposed on the net income of Initial Bondholder, and (b) any interest or penalties resulting from any delays by Hospital in paying any such expenses, charges, disbursements, liabilities or taxes, and (c) any advisory, placement, brokers’ or finders’ fees or similar fees incurred reasonably in connection with the sale of the Series 2017A Bonds to Initial Bondholder other than any such fee incurred directly by Initial Bondholder without prior written notice to Hospital. In addition, Hospital shall pay all costs of the sale and purchase of the Series 2017A Bonds to Initial Bondholder, including, but not limited to, the fees and expenses of Hospital Counsel, Issuer Counsel, Bond Counsel, Initial Bondholder Counsel, the fees and expenses of Issuer, the fees and expenses of Trustee, the fees and expenses of Hospital, and all filing and recording fees in connection therewith, if any.

9. The respective agreements, representations and warranties and other statements of Hospital set forth in, or made pursuant to, this Bond Purchase Agreement shall remain in full force and effect regardless of any investigations, or statement as to the results thereof, made by or on behalf of Initial Bondholder or any of its respective directors, officers, partners, members, agents or employees or any controlling person, and shall survive delivery of and any payment for the Series 2017A Bonds.

10. Any notice or other communication to be given to the parties under this Bond Purchase Agreement may be given by delivering the same in writing at the address of such party set forth below:

If to: Compass Mortgage Corporation
250 W. Pratt St, Suite 1350
Baltimore, Maryland 21201
Attention: R. Ryan Miller

With a copy to:

Reed Smith LLP
599 Lexington Avenue
New York, New York 10022
Attention: Jeffrey S. Page, Esq.

If to: Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

With a copy to:

Rivkin Radler LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

If to: Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York 12932
Attention: Chief Executive Officer

With a copy to:

Briggs Norfolk LLP
2296 Saranac Avenue

Lake Placid, New York 2946
Attention: Jenifer Briggs, Esq.

11. This Bond Purchase Agreement is made solely for the benefit of Initial Bondholder, Issuer and Hospital and the successors and assigns thereof, and no other person shall acquire or have any right hereunder or by virtue hereof.

12. The construction and enforcement of this Bond Purchase Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law provisions that would impose the laws of another jurisdiction.

13. The obligations and agreements of Issuer contained herein and in the Series 2017A Bonds and in the other Issuer Documents and any other instrument or document executed in connection therewith, and any other instrument or document supplemental thereto, shall be deemed the special, limited, non-recourse obligations and agreements of Issuer, and not of any member, director, officer, agent or employee of Issuer and they shall not be liable personally hereon or thereon or be subject to any personal liability as a result of any transaction contemplated hereby or thereby. The Initial Bondholder hereby acknowledges that the Issuer shall have no liability for any charges payable pursuant to, or expenses or liabilities incurred with respect to its obligations under this Bond Purchase Agreement, which obligations shall be payable to the Initial Bond Holder by the Hospital.

14. The obligations and agreements of Issuer contained in the Issuer Documents shall not constitute or give rise to an obligation of the State of New York or any municipality thereof, and neither the State of New York nor Essex County, New York shall be liable herein, and, further, such obligations and agreements shall not constitute or give rise to a special obligation of Issuer, but rather shall constitute limited, non-recourse obligations of Issuer payable solely from the loan payments, revenues or other receipts, funds or moneys pledged for the payment of the Series 2017A Bonds. Issuer has no taxing power.

15. No order or decree of specific performance with respect to any of the obligations of Issuer hereunder or under the other Issuer Documents shall be sought or enforced against Issuer unless (i) the party seeking such order or decree shall first have requested Issuer in writing to take the action sought in such order or decree of specific performance and ten (10) days shall have elapsed from the date of receipt of such request, and Issuer shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with Issuer an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if Issuer refuses to comply with such request and Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, directors, officers, agents (other than Hospital) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify and hold harmless Issuer and its members, directors, officers, agents and employees against any liability incurred as a result of its compliance with such

demand, and (b) if requested by Issuer, furnish to Issuer satisfactory security to protect Issuer and its members, directors, officers, agents (other than Hospital) and employees against all liability expected to be incurred as a result of compliance with such request.

16. This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Signature pages appear next

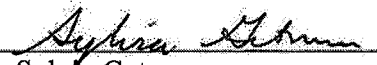
Very truly yours,

COMPASS MORTGAGE CORPORATION

By: Robert R. Miller
Name: ROBERT R. MILLER
Title: VICE PRESIDENT

Confirmed, Accepted and Approved as
of the date hereof:

ADIRONDACK MEDICAL CENTER

By: 
Name: Sylvia Getman
Title: President and Chief Executive Officer

Confirmed, Accepted and Approved as
of the date hereof:

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

By 

Name: Darren Darran

Title: Chairman and Chief Executive Officer

CONTINUING COVENANT AGREEMENT

Dated as of October 5, 2017,

between

ADIRONDACK MEDICAL CENTER,
and

COMPASS MORTGAGE CORPORATION

relating to

Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds
(Adirondack Medical Center Essex County Project), Series 2017A

Table of Contents

Page

ARTICLE I DEFINITIONS 1

Section 1.01. *Certain Defined Terms* 1

Section 1.02. *Computation of Time Periods* 14

Section 1.03. *Construction* 14

Section 1.04. *Accounting Terms and Determinations* 14

Section 1.05. *Relation to Other Documents; Acknowledgment of Different Provisions of Bond Documents; Incorporation by Reference* 15

ARTICLE II HOSPITAL’S OBLIGATIONS..... 15

Section 2.01. *Payment Obligations* 15

Section 2.02. *Increased Costs/Other Amounts* 16

Section 2.03. *Payment Obligations Absolute* 16

Section 2.04. *Late Charge* 16

Section 2.05. *[Intentionally Omitted.]*..... 16

Section 2.06. *Late Payments* 16

Section 2.07. *Payment of Fees and Expenses*..... 17

ARTICLE III [INTENTIONALLY OMITTED.]..... 17

ARTICLE IV REPRESENTATIONS AND WARRANTIES 17

Section 4.01. *Organization and Qualification* 17

Section 4.02. *Margin Stock* 17

Section 4.03. *Financial Reports* 17

Section 4.04. *Litigation* 17

Section 4.05. *Taxes* 18

Section 4.06. *Approvals*..... 18

Section 4.07. *Affiliates*..... 18

Section 4.08. *ERISA* 18

Section 4.09. *Environmental Laws* 18

Section 4.10. *Other Agreements* 18

Section 4.11. *Casualty*..... 19

Section 4.12. *No Defaults*..... 19

Section 4.13. *Incorporation of Representations and Warranties by Reference* 19

Section 4.14. *Tax-Exempt Status of Bonds*..... 19

Table of Contents

	Page
Section 4.15. <i>Security</i>	19
Section 4.16. <i>Investment Company</i>	19
Section 4.17. <i>Tax-Exempt Organization</i>	19
Section 4.18. <i>[Intentionally Omitted.]</i>	Error! Bookmark not defined.
Section 4.19. <i>Health Care Regulatory Matters</i>	19
Section 4.20. <i>Anti-Terrorism Laws</i>	20
Section 4.21. <i>Solvency</i>	20
Section 4.22. <i>True and Complete Disclosure</i>	21
Section 4.23. <i>Valid and Binding Obligations</i>	21
ARTICLE V COVENANTS	21
Section 5.01. <i>Corporate Existence, Etc</i>	21
Section 5.02. <i>Maintenance of Properties</i>	21
Section 5.03. <i>Compliance with Laws; Taxes and Assessments; OFAC</i>	22
Section 5.04. <i>Insurance</i>	22
Section 5.05. <i>Insurance and Condemnation Proceeds</i>	22
Section 5.06. <i>Reports</i>	22
Section 5.07. <i>Inspection and Field Audit</i>	24
Section 5.08. <i>Indebtedness</i>	24
Section 5.09. <i>Liens</i>	24
Section 5.10. <i>Accreditation</i>	24
Section 5.11. <i>Mergers, Consolidations, Sale or Acquisition of Assets</i>	24
Section 5.01. <i>[Intentionally Omitted.]</i>	25
Section 5.02. <i>Sales of Assets</i>	25
Section 5.03. <i>Burdensome Contracts With Affiliates</i>	25
Section 5.04. <i>No Changes in Fiscal Year</i>	25
Section 5.05. <i>Liquidity and Rate Covenants</i>	25
Section 5.06. <i>Licensure</i>	26
Section 5.07. <i>Sales and Leasebacks</i>	26
Section 5.08. <i>Affiliation; Change in Control</i>	26
Section 5.09. <i>Additional Covenants</i>	26
Section 5.10. <i>Amendments</i>	27

Table of Contents

	Page
Section 5.11. <i>Further Assurances</i>	27
Section 5.12. <i>Tax Status of Bonds</i>	27
Section 5.13. <i>Completion of Project Facility</i>	27
Section 5.14. <i>Accounts</i>	27
ARTICLE VI EVENTS OF DEFAULT	28
Section 6.01. <i>Events of Default</i>	28
Section 6.02. <i>Consequences of an Event of Default</i>	29
Section 6.03. <i>Remedies Cumulative</i>	30
Section 6.04. <i>Waivers or Omissions</i>	30
Section 6.05. <i>Discontinuance of Proceedings</i>	30
Section 6.06. <i>Injunctive Relief</i>	30
Section 6.07. <i>Right of Setoff; Other Collateral</i>	31
ARTICLE VII INDEMNIFICATION	31
ARTICLE VIII MISCELLANEOUS	32
Section 8.01. <i>OFAC Patriot Act Notice</i>	32
Section 8.02. <i>Further Assurances</i>	32
Section 8.03. <i>Amendments and Waivers; Enforcement</i>	32
Section 8.04. <i>No Implied Waiver; Cumulative Remedies</i>	33
Section 8.05. <i>Notices</i>	33
Section 8.06. <i>Payment Set Aside</i>	34
Section 8.07. <i>Severability</i>	34
Section 8.08. <i>Governing Law; Service of Process</i>	34
Section 8.09. <i>Waiver of Jury Trial</i>	34
Section 8.10. <i>Jurisdiction/Venue</i>	34
Section 8.11. <i>Prior Understandings</i>	35
Section 8.12. <i>Duration</i>	35
Section 8.13. <i>Counterparts</i>	35
Section 8.14. <i>Successors and Assigns</i>	35
Section 8.15. <i>Assignability</i>	35
Section 8.16. <i>Headings</i>	35
Section 8.17. <i>Electronic Signatures</i>	35

CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT, dated as of October 5, 2017 (as amended, supplemented and restated or otherwise modified from time to time, referred to herein as this "Agreement"), is between ADIRONDACK MEDICAL CENTER, a New York not-for-profit corporation ("Hospital"), and COMPASS MORTGAGE CORPORATION, an Alabama corporation ("Purchaser").

RECITALS

WHEREAS, Essex County Capital Resource Corporation ("ECCRC") will issue the Essex Bonds (defined below) in the aggregate principal amount of \$9,500,000;

WHEREAS, ECCRC will issue its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "Essex Series 2017A Bonds"), and any additional bonds issued by ECCRC thereunder (the "Essex Additional Bonds" and, together with the Essex Series 2017A Bonds, collectively the "Bonds") pursuant to that certain Trust Indenture dated as of October 1, 2017 (as amended, supplemented and restated or otherwise modified from time to time, the "Indenture") between ECCRC and U.S. Bank National Association, as trustee ("Trustee");

WHEREAS, ECCRC is lending the proceeds of the Bonds to Hospital pursuant to that certain Loan Agreement dated as of October 1, 2017 (as amended and supplemented from time to time in accordance with the terms hereof and thereof, the "Loan Agreement") between ECCRC and Hospital;

WHEREAS, Purchaser has agreed to purchase the Bonds pursuant to, and in accordance with that certain Bond Purchase Agreement dated as of October 5, 2017 (as amended and supplemented from time to time in accordance with the terms hereof and thereof, the "ECCRC Bond Purchase Agreement") among Purchaser, ECCRC and Hospital;

WHEREAS, the obligations of Hospital under the Bond Documents (as defined below) will be secured by the Collateral (as defined below); and

NOW, THEREFORE, to induce Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. *Certain Defined Terms.* In addition to the terms defined in the recitals and elsewhere in this Agreement, the following terms shall have the meanings given in this Section:

"*Affiliate*" means a corporation, partnership, joint venture, association, business trust or similar entity (a) which controls, is controlled by or is under common control with, directly or indirectly, any Person or (b) a majority of the members of the Governing Body of which are

members of the Governing Body of any Person. For the purposes of this definition, “control” means with respect to (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (b) a not-for-profit or nonprofit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Governing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Governing Body, by contract or otherwise. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 4.20 hereof.

“*Bond Documents*” means this Agreement, the Loan Agreement, the Bond Purchase Agreement, the Master Trust Indenture, the Indenture, the MTI Supplement, the Bonds, the Note and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“*Bonds*” has the meaning set forth in the third recital paragraph hereof.

“*Business Day*” means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in New York, New York.

“*Capitalization Ratio*” means (i) Outstanding Long-Term Indebtedness of the Obligated Group divided by (ii) the sum of Outstanding Long-Term Indebtedness and unrestricted net assets shown on the financial statements for the immediately preceding fiscal year of the Obligated Group audited in accordance with generally accepted accounting principles.

“*Change in Law*” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) the enactment of any change in any law, rule, regulation or treaty, or any published change in the administration, interpretation or application thereof by any Governmental Authority, or (c) the making or issuance of any published request, guideline or directive (whether or not having the force of law) by any Governmental Authority, *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*,” regardless of the date enacted, adopted or issued.

“*Closing Date*” means October 5, 2017.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.

“Collateral” means (a) the Gross Revenues (as defined in the Master Trust Indenture), and (b) any other Property on which Hospital grants a Lien to secure the Note or the Obligations.

“Credit Facility” means any Liquidity Facility, letter of credit, bond insurance policy, bond purchase agreement, guaranty, line of credit, surety bond or similar credit or liquidity facility securing any Indebtedness of Hospital or any other member of the Obligated Group.

“Days Cash on Hand” means the amount determined by dividing (a) the aggregate amount of the Obligated Group’s and the Adirondack Medical Center Foundation’s unrestricted cash, investments and board designated funds (which cash, investments and funds shall exclude any cash collateral amounts held to support obligations under any Hedging Agreement) derived from the financial statements for the immediately preceding Fiscal Year of the Obligated Group and the Adirondack Medical Center Foundation audited in accordance with generally accepted accounting principles by (b) the quotient obtained by dividing Expenses, derived from the most recent financial statements of the Obligated Group, by 365.

“Debt Service Coverage Ratio” means the ratio calculated by dividing (a) the Obligated Group’s excess or deficiency of revenues over expenses, plus depreciation, amortization and other non-cash expenses, plus interest expense, less unrealized gains on investment securities and derivative instruments (including any adjustment necessary to mark to market any interest rate swaps), plus unrealized losses on investment securities and derivative instruments (including any adjustment necessary to mark to market any interest rate swaps), all for the immediately preceding four-quarter period ending on the date of determination by (b) Debt Service Requirement of the Obligated Group plus interest on Short-Term Indebtedness for the applicable period.

“Debt Service Requirement” means the aggregate of the payments to be made in respect of principal and interest on Outstanding Long-Term Indebtedness of the Obligated Group during the preceding twelve (12) months; provided, however, that interest shall be excluded from determination of Debt Service Requirement to the extent the same is provided from the proceeds of the Long-Term Indebtedness, or moneys to pay such interest have been set aside for that purpose through reserves established on the financial books and records of the Obligated Group in accordance with generally accepted accounting principles, or in the case of any Guaranty, the principal of (and premium, if any) and interest and other debt service charges on the debt that is guaranteed for the period of time for which Debt Service Requirements are calculated unless the Person that gave such Guaranty was actually required to make, or transfer funds to enable the Primary Obligor to make, any payment with respect to such debt during such period, in which case the total amount paid by such Person with respect to such Guaranty during such period shall be included in the calculation of the Debt Service Requirements of such Person for such period.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the

United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“*Default Rate*” means an interest rate equal to the interest rate on the Bonds plus three percent (3%) per annum.

“*Dodd-Frank Act*” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“*Environmental Laws*” has the meaning set forth in Section 4.09 hereof.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 6.01 hereof and, with respect to any Bond Document, has the meaning assigned therein.

“*Executive Order*” has the meaning set forth in Section 4.20 hereof.

“*Expenses*” means, for any period, the aggregate of all operating expenses calculated under generally accepted accounting principles, including, without limitation, any taxes incurred by the Person or group of Persons involved during such period, minus (a) depreciation and amortization, (b) extraordinary expenses, losses on the sale, disposal or abandonment of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans, (c) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an affiliate which does not constitute an extraordinary expense, (d) losses resulting from any reappraisal, revaluation or write-down of assets other than bad debts, (e) any losses from the sale or other disposition of fixed or capital assets, (f) any losses resulting from changes in the valuation of investment securities and unrealized changes in the value of Hedging Agreements or resulting from the temporary impairment of investment securities and (g) any other non-cash expenses. If such calculation is being made with respect to the Obligated Group and its Members or between Members of the Obligated Group, any such expenses attributable to transactions between the Obligated Group shall be excluded.

“*Fiscal Year*” means any twelve-month period beginning on January 1 of any calendar year and ending on December 31 of such calendar year or such other consecutive twelve-month period selected by the Obligated Group Agent as the fiscal year for the Obligated Group and designated from time to time in writing by the Obligated Group Agent to the Master Trustee.

“*GAAP*” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the

accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“*Governing Body*” means the board of directors or trustees of Hospital.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

“*Gross Revenues*” means, when used with reference to the Members of the Obligated Group and with respect to any period of time, all net receipts, revenues and other operating and non-operating income of the Members of the Obligated Group, including but not limited to all rates, fees and charges fixed, charged and collected for services rendered by or on behalf of the Members of the Obligated Group or arising in any other manner from or on account of the operation of the Property or other facilities of the Members of the Obligated Group and from any other source, Accounts (including accounts receivable), contract rights, general intangibles, payment intangibles, investment property, instruments, chattel paper, other rights to the payment of money, all unrestricted income from the investment of funds of the Members of the Obligated Group, and any gains from the sale or other disposition of capital assets, including all proceeds (whether cash proceeds or noncash proceeds) of any of the foregoing including, without limitation, proceeds of insurance payable by reason of loss or damage to the foregoing property and of eminent domain or condemnation awards. Gross Revenues means only such net revenues, as are actually collected by the Members of the Obligated Group. Terms used in this definition and not otherwise defined herein shall have the meaning given such terms in the Uniform Commercial Code in effect from time to time in the State of New York. Such term shall not include: (A) any grants, gifts, bequests, contributions, income and other donations to the extent specifically restricted by the donor, settlor or grantor, for such period, unless any of such grants, gifts, bequests, contributions, income and other donations may be applied at the discretion of the Obligated Group to the payment of Expenses or loan repayments of such period, in which case they shall not be excluded for the purpose of determining Gross Revenues of the Members of the Obligated Group; (B) the proceeds of any Indebtedness; or (C) revenues that are directly attributable to capital assets that are financed with the proceeds of subordinated Indebtedness, provided that the Member to whom such revenues belong certifies in an officer’s certificate that such revenues can be clearly segregated from Gross Revenues, or to the extent prohibited by applicable law, rule or regulations from being pledged, healthcare receivables and rights to Medicare and Medicaid and other governmental receivables and loss recaptures.

“*Guaranty*” means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness or other obligation of any Primary Obligor in any manner, whether directly or indirectly including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (1) to purchase such Indebtedness or obligation or any Property constituting security therefor; (2) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet

condition; (3) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

“*Hedging Agreement*” means any agreement to which the Obligated Group is a party relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing.

“*Indebtedness*” means any indebtedness or liability for borrowed money, any installment sale obligation or any obligation under any lease that is capitalized under generally accepted accounting principles and any guaranty of any of the foregoing. Indebtedness shall not include any obligation of any Obligated Group Member to any other Obligated Group Member.

“*Indenture*” has the meaning set forth in the third recital paragraph hereof.

“*Insurance Consultant*” shall mean any individual, partnership or corporation having skill and experience in the insurance requirements of hospital and health care facilities and selected by Purchaser and employed by Trustee with the reasonable fees and costs of such Insurance Consultant to be paid by Hospital.

“*Laws*” or “*laws*” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case, whether or not having the force of law.

“*Lien*” means any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Property of the Person involved in favor of, or which secures any obligation to, any Person, or any capital lease.

“*Liquidity Facility*” means a written commitment to provide money to purchase or retire any Indebtedness if (i) on the date of delivery of such Liquidity Facility, the unsecured indebtedness of the provider of such Liquidity Facility is rated by each Rating Agency in one of its three highest rating categories and (ii) as of any particular date of determination, no amount realized under such Liquidity Facility for the payment of the principal or the purchase or redemption price of such Indebtedness (exclusive of amounts realized for the payment of accrued interest on such Indebtedness) shall be required to be repaid by the Obligated Group for a period of at least one (1) year.

“*Loan Agreement*” has the meaning set forth in the fourth recital paragraph hereof.

“*Long-Term Indebtedness*” means, without duplication, all Indebtedness, including Short-Term Indebtedness if a commitment by a financial lender exists to provide financing to retire such Short-Term Indebtedness, such commitment is for the time period through the maturity of the Short-Term Indebtedness and does not contain any contingencies related to financial performance of Hospital after the date of the commitment and such commitment provides for the repayment of principal on terms that would, if such commitment were implemented, constitute Long-Term Indebtedness, and the current portion of Long-Term Indebtedness, for any of the following:

(i) money borrowed for a remaining term, or renewable at the option of Hospital for a period from the date originally incurred, longer than one year;

(ii) leases required to be capitalized in accordance with generally accepted accounting principles applicable when incurred that have a remaining term, or are renewable at the option of the lessee for a period from the date originally incurred, longer than one year; and

(iii) installment sale or conditional sale contracts having a remaining term in excess of one year;

provided, however, that any guaranty by Hospital or any other Member of the Obligated Group of any obligation of any Person which obligation would, if it were a direct obligation of the Obligated Group or any Member of the Obligated Group, constitute Short-Term Indebtedness, shall be excluded.

“*Master Trustee*” means U.S. Bank National Association, as successor to Deutsche Bank Trust Company Americas.

“*Master Trust Indenture*” means, the Master Indenture and Security Agreement dated as of November 1, 2012 between Hospital and Master Trustee, as amended and supplemented and further supplemented by the MTI Supplement, as the same may be further amended or supplemented from time to time.

“*Material Adverse Effect*” means (a) a material adverse change in, or material adverse effect upon, the operations, business, Property or financial condition of Hospital, (b) a material impairment on the ability of Hospital to perform its obligations under any Bond Document, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Hospital of any Bond Document.

“*Medicaid*” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all applicable state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not

having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“*Medicare*” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“*Member*” or “*Member of the Obligated Group*” shall mean each individual Person that belongs to the Obligated Group.

“*MTI Supplement*” shall mean that certain Supplemental Master Indenture Number Four dated as of October 1, 2017 between Hospital and Master Trustee, as supplemented, modified or amended from time to time.

“*Note*” shall mean that certain Adirondack Medical Center Obligated Group Series Four Note (Essex County Capital Resource Corporation) dated October 5, 2017 executed by Hospital as the Obligated Group Agent on behalf of Obligated Group and payable to the order of Master Trustee in the original principal amount of \$9,500,000, as supplemented, modified or amended from time to time.

“*Obligated Group*” shall mean, collectively, Hospital and, subject to Purchaser’s reasonable approval, any other Person who is or becomes a Member of the Obligated Group pursuant to the Master Trust Indenture.

“*Obligations*” means any fees or obligations of Hospital arising pursuant to this Agreement, and all advances to, and debts, liabilities, obligations, covenants and duties of, Hospital arising under any Bond Document or otherwise with respect to the Bonds or this Agreement, including, without limitation, loan payments under the Loan Agreement, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against Hospital of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. “*Obligations*” shall include all Payment Obligations.

“*OFAC*” has the meaning set forth in Section 4.20(c) hereof.

“*OFAC Event*” means an event specified in Section 5.03(b) hereof.

“*OFAC Sanctions Programs*” means all laws, regulations, and Executive Orders administered by OFAC, including without limitation, the Bank Secrecy Act, anti-money laundering laws (including, without limitation, Patriot Act), and all economic and trade sanction programs administered by OFAC, any and all similar United States federal laws, regulations or

Executive Orders, and any similar laws, regulators or orders adopted by any State within the United States.

“*OFAC SDN List*” means the List of Specially Designated Nationals and Blocked Persons maintained by OFAC.

“*Optional Tender Indebtedness*” means any Indebtedness that is subject to optional or mandatory tender by the holder thereof (including, without limitation, any mandatory tender in connection with the expiration of any Credit Facility securing such Indebtedness) for purchase or redemption prior to the stated maturity date thereof if the purchase or redemption price of such Indebtedness is under any circumstances payable by the Obligated Group or any Member of the Obligated Group.

“*Outstanding*” shall mean, as of any date of determination: (A) all Obligations theretofore authenticated and delivered under the Master Trust Indenture except: (1) Obligations which have been paid in accordance with their terms, or Obligations for which payment has been deposited with Master Trustee in accordance with the Master Trust Indenture; (2) Obligations theretofore canceled by the Master Trustee or delivered to the Master Trustee for cancellation; (3) Obligations and any coupons appurtenant thereto in lieu of which other Obligations have been authenticated and delivered pursuant to the provisions of any Related Supplement regarding mutilated, destroyed, lost or stolen Obligations; (4) Obligations that have matured, but have not yet been presented to the Master Trustee for payment; and (5) Obligations held by Hospital, provided that such Obligations may be deemed by Hospital to be a continuously Outstanding Obligation, if such Obligations were acquired with an intent that they only be held temporarily in connection with an effort to remarket them to Persons other than Hospital; and (B) all Indebtedness of Hospital, not evidenced by Obligations, theretofore incurred by Hospital, except: (1) Indebtedness which has been paid or for which payment has been provided for in accordance with its terms; (2) Indebtedness theretofore canceled by the issuer thereof, or delivered to the issuer thereof for cancellation; (3) Indebtedness and any coupons appurtenant thereto in lieu of which other Indebtedness has been authenticated and delivered pursuant to the provisions thereof regarding mutilated, destroyed, lost or stolen Indebtedness; (4) Indebtedness that has matured, but has not yet been presented to the issuer thereof for payment; and (5) Indebtedness held by any Member of the Obligated Group, provided that such Indebtedness may be deemed by Hospital to be continuously Outstanding Indebtedness, if such Indebtedness was acquired with an intent that it only be held temporarily in connection with an effort to remarket it to Persons other than the Obligated Group.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Payment Obligations*” shall mean (a) all obligations of Hospital to make payments under this Agreement, the Note, the Loan Agreement and the other Bond Documents, (b) all obligations of Hospital to make loan payments under the Loan Agreement in amounts sufficient to pay the principal and Redemption Price of and interest on, the Bonds, and (c) all other amounts payable on the Bonds pursuant to the Bonds and the Indenture.

“*PBGC*” means the Pension Benefit Guaranty Corporation or any Person succeeding to any or all of its functions under ERISA.

“*Permitted Debt*” Hospital shall not incur or guaranty any Indebtedness not outstanding on the date of issuance of the Closing Date except for:

(1) Long-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Long-Term Indebtedness (i) the Debt Service Coverage Ratio as of the most recent calculation date would have been at least 1.20:1.00 and (ii) the Capitalization Ratio as of the most recent calculation date would have been not greater than 65%; and

(2) Short-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Short-Term Indebtedness the tests set forth in (1) above would have been satisfied.

“*Permitted Liens*” means the Obligated Group shall not cause or permit any liens or encumbrances on the Collateral, except for the following Permitted Liens:

(1) the rights of the Master Trustee created under the Master Trust Indenture and Liens securing all Obligations issued hereunder on a parity basis;

(2) the rights of Related Bond Trustees and Related Issuers created under Related Bond Indentures and Related Financing Agreements, respectively;

(3) any lien granted to one or more lenders or lessors in connection with the creation or continuance of subordinated Indebtedness permitted under the Master Trust Indenture;

(4) any lien, encumbrance or charge which is subordinate in all respects to the lien of the Master Trust Indenture;

(5) any lien arising by reason of a good faith deposit, a deposit to a debt service reserve fund or similar fund;

(6) liens for taxes, assessments and other governmental charges not delinquent or which can be paid without penalty;

(7) unfiled inchoate mechanic’s and materialmen’s liens for construction work in progress;

(8) workmen’s, repairmen’s, warehousemen’s, landlord’s and carrier’s liens and other similar liens;

(9) easements, rights-of-way, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and other encumbrances or defects in title, if they do not individually or in the aggregate materially impair the use of the Collateral or detract from the value thereof to the Obligated Group;

(10) any lien (including those referred to above) for the satisfaction and discharge of which a sum of money is on deposit with a fiduciary or trustee and pledged to and sufficient to satisfy such lien or resulting from the entry of a judgment which is the subject of perfected appeal proceedings or as to which the time within which an appeal therefrom may be perfected has not yet expired (but only so long as no Person in favor of whom such judgment was rendered has taken any action to enforce the lien resulting from such judgment);

(11) liens on Property received by the Obligated Group through gifts, grants or bequests, such liens being due to restrictions imposed by the donor, grantor or testator on such gifts, grants or bequests of property or the income therefrom or such liens having been in existence at the time of such gift, grant or bequest;

(12) liens arising by reason of deposits or pledges in connection with leases of real estate, bids, contracts (other than contracts for the payment of money), or to secure statutory obligations or surety or performance bonds or other pledges of like nature and all in the ordinary course of business;

(13) rights and duties, and liens and encumbrances, created pursuant to or permitted by the provisions of the Master Trust Indenture;

(14) liens and encumbrances on Property of the Obligated Group or any Members of the Obligated Group, or any mortgage, security interest or other lien or encumbrance with respect to any property of any Person which becomes Collateral which is existing on the date that such Person becomes a Member of the Obligated Group or shall merge into or whose assets shall otherwise be acquired by a Member of the Obligated Group in a transaction permitted by the Master Trust Indenture, and which shall not have been incurred in contemplation of such merger or acquisition; provided that:

(a) no such mortgage, security interest, lien or encumbrance so described or the indebtedness secured thereby may be extended or renewed (which terms shall not apply to the filing of any continuation statements under the Uniform Commercial Code) or modified to apply to any property of any obligor not subject to such mortgage, security interest, lien or encumbrance on the date of such merger or acquisition, except to the extent that such mortgage, security interest, lien or encumbrance, as so extended, renewed or modified could have been granted or created under any provision of the Master Trust Indenture;

(b) no additional Indebtedness may thereafter be incurred that is secured by such lien; and

(c) no lien so described was created in order to avoid the limitations contained in the Master Trust Indenture or the impositions of liens upon the Collateral;

(15) leases which relate to property which is of the type that is customarily the subject of leases, including, without limitation, equipment leases, office space for physicians and educational institutions, food service facilities, parking facilities, health and beauty;

(16) purchase money security interests and other security interests created in equipment owned or acquired by a Member of the Obligated Group;

(17) any lien arising out of a capitalized lease;

(18) rights of set-off and banker's liens with respect to funds on deposit in a financial institution in the ordinary course of business;

(19) Liens on accounts receivable arising as a result of the sale, pledge, factoring or encumbrance with respect to such accounts receivable, with or without recourse, provided that such Liens do not exceed in the aggregate ten percent (10%) of net accounts receivable of the Obligated Group for the most recent audited Fiscal Year; and

(20) liens and encumbrances described on Exhibit A to the Master Trust Indenture.

"Person" means an individual, corporation, partnership, association, trust, unincorporated organization or any other entity or organization, including a government agency or political subdivision or any agency or instrumentality thereof.

"Plan" means, with respect to Hospital at any time, an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and either (a) is maintained by Hospital, or (b) is maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which Hospital is a part is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

"Potential Default" means an event or condition which, but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Primary Obligor" means the Person who is primarily obligated on an obligation which is guaranteed by another Person.

"Project Facility" means the Project Facility as defined in the Indenture.

"Property" means all rights, titles and interests of Hospital in and to any and all assets whether real or personal, tangible or intangible and wherever situated.

"Rating Agency" means each of Moody's Investors Service, Inc., Standard & Poor's Corporation and Fitch IBCA, Inc. and their successors and assigns.

"Related Bond" or *"Related Bonds"* shall mean revenue bonds, notes, other evidences of indebtedness or any other obligations issued by a Related Issuer pursuant to a Related Bond Indenture, the proceeds of which are loaned or otherwise made available to or for the benefit of: (A) a Member of the Obligated Group, directly or indirectly, in consideration, in whole or in part, for the execution, authentication and delivery of an Obligation or series of Obligations to or for the order of such Related Issuer; or (B) any Person other than a Member of the Obligated Group, in consideration for the issuance to such Related Issuer: (1) by such Person, of any indebtedness or other obligation of such Person; and (2) by a Member of the Obligated Group of

a guaranty issued under the Master Trust Indenture in respect of such indebtedness or other obligation.

“*Related Bond Indenture*” shall mean any indenture, bond resolution or comparable instrument pursuant to which Related Bonds are issued.

“*Related Bond Trustee*” shall mean the Bond Trustee and its successors in the trust created under and Related Bond Indenture, and, if there is no such trustee, the Related Issuer.

“*Related Financing Agreement*” shall mean any loan agreement, lease agreement, installment sale agreement or other similar financing agreement pursuant to which the proceeds of an issue of Related Bonds are loaned or otherwise made available to a Member of the Obligated Group.

“*Related Issuer*” shall mean any federal, state or municipal corporation or political subdivision thereof, or any instrumentality of any of the foregoing empowered to issue debt securities on behalf of Members of the Obligated Group.

“*Redemption Price*” means, with respect to any Bonds (or portion thereof), the principal amount of such Bonds (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bonds.

“*Related Supplement*” shall mean a supplemental master trust indenture authorized and executed pursuant to the terms of the Master Trust Indenture for the purpose of creating Obligations.

“*Security*” shall mean the properties, rights and interests specified as such in Section 4.04 of the Master Trust Indenture.

“*Short-Term Indebtedness*” means any Indebtedness (i) incurred or assumed by the Obligated Group for a term not exceeding 365 days, except any such Indebtedness with respect to which a Liquidity Facility is then in effect, and (ii) any guaranty of any Indebtedness that would be described in clause (i) above if such Indebtedness were incurred directly by an Obligated Group Member. Optional Tender Indebtedness shall not be deemed to constitute Short-Term Indebtedness for the purposes of the Loan Agreement solely by reason of the option of the holder thereof to require the redemption or purchase thereof or any required redemption or purchase thereof in connection with the termination of the Liquidity Facility securing such Optional Tender Indebtedness prior to the stated maturity thereof.

“*Subsidiary*” means, as to Hospital, (i) with respect to any for profit entity, any corporation or other entity of which more than 50% of the outstanding stock or comparable equity interests entitled to vote in the election of the board of directors or similar governing body of such entity is directly or indirectly owned by Hospital, by one or more Subsidiaries or by Hospital and one or more Subsidiaries, and (ii) with respect to any not-for-profit entity, any corporation or other entity which is controlled, directly or indirectly, by Hospital.

“*Substantial Completion*” means, among other things, Purchaser’s construction consultant has certified that: (a) the entire Project Facility can be used and occupied for its

intended purposes and any necessary utilities and roads have been finished and made available for use; (b) Hospital has obtained permanent, or in Purchaser's reasonable discretion, temporary certificates of occupancy for the entire Project Facility; (c) all costs of construction have been paid and there are no liens on the Project Facility other than Permitted Liens; and (d) Purchaser has reviewed any unfinished work to be outlined on a punch list and Purchaser has set aside funds or there remain available from proceeds from the Bonds, which, in Purchaser's reasonable determination, are sufficient to pay for such unfinished work.

"Tax-Exempt Organization" means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"Unfunded Vested Liabilities" means, with respect to any Plan at any time, the amount (if any) by which (i) the present value of all vested nonforfeitable accrued benefits under such Plan exceeds (ii) the fair market value of all Plan assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of Hospital to the PBGC or such Plan under Title IV of ERISA.

"United States" and *"U.S."* mean the United States of America.

"Welfare Plan" means a "welfare plan," as such term is defined in Section 3(1) of ERISA.

Section 1.02. *Computation of Time Periods.* In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

Section 1.03. *Construction.* Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. *Accounting Terms and Determinations.* Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. In the event of changes to GAAP which become effective after the Closing Date, Hospital and Purchaser agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

Section 1.05. *Relation to Other Documents; Acknowledgment of Different Provisions of Bond Documents; Incorporation by Reference.* Nothing in this Agreement shall be deemed to amend, or relieve Hospital of its obligations under any Bond Document to which it is a party. Conversely, to the extent that the provisions of any Bond Document allow Hospital to take certain actions, or not to take certain actions, with regard for example to incurrence of Indebtedness, transfers of assets, maintenance of financial ratios and similar matters, Hospital nevertheless shall be fully bound by the provisions of this Agreement. All references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

ARTICLE II

HOSPITAL'S OBLIGATIONS

Section 2.01. *Payment Obligations.* (a) Hospital hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment to Purchaser of all Payment Obligations and to pay any other Obligations owing to Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in this Agreement, the Bonds, the Obligations and the other Bond Documents and under such Obligations, as the case may be.

(b) Hospital shall pay within ten (10) days after written demand:

(i) all reasonable costs and expenses of Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Bond Documents and such other documents which may be delivered in connection therewith;

(ii) a reasonable fee for each amendment to this Agreement or any Bond Document which requires the consent by Purchaser or waiver by Purchaser under any Bond Document, in each case, in a reasonable amount proposed by Purchaser and accepted by Hospital;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to Purchaser in connection with advising Purchaser as to their rights and responsibilities under this Agreement and the other Bond Documents upon the occurrence and during the continuance of a Potential Default or an Event of Default or in connection with responding to requests from Hospital for approvals, consents and waivers or in connection with any amendments, substitutions or renewals; and

(iv) any amounts advanced by or on behalf of Purchaser to the extent required to cure any Potential Default, Event of Default or event of nonperformance hereunder or any Bond Document, together with interest at the Default Rate.

In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax (but not to include franchise or income tax or other tax based on the income of Purchaser) in connection with the execution or delivery of this Agreement or other Bond Documents, then Hospital shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and Hospital agrees to save Purchaser harmless from and against any and all liabilities with respect to or resulting from any delay of Hospital in paying, or omission of Hospital to pay, such stamps, taxes and fees hereunder.

Section 2.02. *Increased Costs/Other Amounts.* Hospital shall pay to purchaser as and when due under the Bond Documents all amounts payable to Purchaser related to changes in law, reserves and any other amounts not otherwise addressed in this Agreement.

Section 2.03. *Payment Obligations Absolute.* The Payment Obligations of Hospital shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement and the Loan Agreement and the Obligations under all circumstances, including without limitation the following:

- (a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Bond Documents;
- (b) any amendment or waiver of or any consent to departure from all or any of the Bond Documents;
- (c) the existence of any claim, set-off, defense or other right which Hospital may have at any time against Purchaser or any other Person, whether in connection with this Agreement, the other Bond Documents, the transactions contemplated herein or therein or any unrelated transaction; or
- (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

Section 2.04. *Late Charge.* Any payment of principal and interest required by the Loan Agreement relating to the Bonds not paid by Hospital within ten (10) days of the due date thereof shall, to the extent permissible by law, bear a late charge equal to the lesser of four cents (\$.04) per dollar of the delinquent amount or the lawful maximum, and Hospital shall be obligated to pay the same immediately upon receipt of Purchaser's written invoice therefor.

Section 2.05. *[Intentionally Omitted.]*

Section 2.06. *Late Payments.* If the amount of any Payment Obligation, including, without limitation, the Bonds, is not paid on the due date and after any grace or cure period if provided, such Payment Obligation shall bear interest until paid in full at a rate per annum equal to the Default Rate.

Section 2.07. *Payment of Fees and Expenses.* On or prior to the Closing Date, Hospital shall reimburse Purchaser for reasonable fees and expenses (including, without limitation, the reasonable fees and expenses of counsel to Purchaser) of Purchaser incurred in connection with the transaction contemplated by the Bond Documents.

ARTICLE III

[INTENTIONALLY OMITTED.]

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce Purchaser to enter into this Agreement and Purchaser to purchase the Bonds, Hospital represents and warrants to Purchaser and Holders as follows:

Section 4.01. *Organization and Qualification.* Hospital is duly organized and validly existing as a not-for-profit corporation under the laws of the State of New York, has full and adequate corporate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying. Hospital has full right and authority to enter into the Bond Documents to which it is a party, to grant to Master Trustee the Liens described in the Master Trust Indenture, and to perform each and all of the matters and things therein provided for. The Bond Documents to which Hospital is a party do not, nor does the performance or observance by Hospital of any of the matters or things therein provided for, contravene any provision of law or any articles of incorporation or by-law provision of Hospital or any material covenant, indenture or agreement of or affecting Hospital or any of its Property.

Section 4.02. *Margin Stock.* Hospital is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Bonds will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

Section 4.03. *Financial Reports.* The audited financial statements of Hospital for the year ended December 31, 2016 and the unaudited interim financial statements of Hospital, heretofore furnished to Purchaser, fairly present the financial condition of Hospital as at such dates and the results of its operations and cash flows for the periods then ended in conformity with GAAP. As of the date hereof, Hospital does not have any contingent liabilities which are material to it other than as indicated on such financial statements. Since the date of such audited financial statements, there has been no Material Adverse Effect.

Section 4.04. *Litigation.* There is no litigation or governmental proceeding pending, nor to the knowledge of Hospital threatened, against Hospital or any of its Property which (a) if adversely determined could cause a Material Adverse Effect, (b) in any manner draws into question the validity or enforceability of any Bond Document or any security interest created

thereby, or (c) in any way contests the existence, organization or powers of Hospital or the titles of any of its officers to their offices.

Section 4.05. Taxes. Hospital has filed or caused to be filed all tax returns required by law to be filed and has paid or caused to be paid all taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than taxes the validity or amount of which are being contested in good faith by Hospital by appropriate proceedings or which are not yet due and payable and for which Hospital has set aside on its books adequate reserves in accordance with GAAP. The charges, accruals and reserves on the books of Hospital in respect of taxes for all fiscal periods are adequate, and there is no unpaid assessment for additional taxes for any fiscal period or any basis therefor.

Section 4.06. Approvals. No authorization, consent, license, exemption or filing or registration with any court or Governmental Authority or any approval or consent of any Person that has not been obtained, is or will be necessary to the valid execution, delivery or performance by Hospital of any of the Bond Documents to which it is a party, except it is disclosed that construction of the Project Facility is in phases, each phase subject to approval by the Town of North Elba/Village of Lake Placid Review Board, and not all phases have received (i) requisite approval and/or building permits, (ii) a final certificate of occupancy from the applicable jurisdiction, and/or (iii) approval of the final construction of the Project Facility for issuance of an operating certificate from the New York State Department of Health, all of which are required to operate the Project Facility.

Section 4.07. Affiliates. Hospital is not a party to any contracts or agreements with any of its Affiliates on terms and conditions which are less favorable to Hospital than would be usual and customary in similar contracts or agreements between Persons not affiliated with each other, which terms and conditions could have a Material Adverse Effect.

Section 4.08. ERISA. Hospital is in compliance in all material respects with ERISA to the extent applicable to it and has not received notice to the contrary from the PBGC or any other Governmental Authority. Hospital does not have any Unfunded Vested Liabilities. No condition exists or event or transaction has occurred with respect to any Plan which could reasonably be expected to result in the incurrence by Hospital or any Subsidiary of any material liability, fine or penalty. Hospital does not have any contingent liability with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation of coverage described in Part 6 of Title I of ERISA or applicable state law.

Section 4.09. Environmental Laws. Hospital has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations ("Environmental Laws") or is the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a Material Adverse Effect.

Section 4.10. Other Agreements. Hospital is not in default under the terms of any covenant, indenture or agreement of or affecting Hospital or any of its Property, which default could have a Material Adverse Effect.

Section 4.11. *Casualty.* Neither the business nor the Property of Hospital is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), which could have a Material Adverse Effect.

Section 4.12. *No Defaults.* No Potential Default or Event of Default exists.

Section 4.13. *Incorporation of Representations and Warranties by Reference.* Hospital hereby makes to Purchaser the same representations and warranties as are set forth by it in each Bond Document to which Hospital is a party.

Section 4.14. *Tax-Exempt Status of Bonds.* Hospital has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person or entity, which action, if taken or omitted, would cause interest on the Bonds to be includable in gross income for purposes of federal income taxation.

Section 4.15. *Security.* The Master Trust Indenture creates a valid and binding perfected pledge, lien and security interest in the Collateral, subject to no liens or encumbrances other than Permitted Liens.

Section 4.16. *Investment Company.* Hospital is not an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended.

Section 4.17. *Tax-Exempt Organization.* Hospital is a Tax-Exempt Organization. There are no known facts or circumstances presently existing which could cause such status to be withdrawn or revoked.

Section 4.18. *[Intentionally Omitted.]*

Section 4.19. *Health Care Regulatory Matters.* Hospital is in compliance in all material respects with all federal, state and local laws, regulations, quality and safety standards, accreditation standards and requirements of the applicable state Department of Health (the “DOH”) and other federal, state or local governmental authorities including, without limitation, Medicare and Medicaid laws and regulations and those relating to the quality and adequacy of medical care, distribution of pharmaceuticals, rate setting, equipment, personnel, operating policies, additions to facilities and services and fee splitting. Without limiting the generality of any other representation or warranty made herein, Hospital and each of the facilities operated by Hospital and, to Hospital’s knowledge, licensed employees and contractors (other than contracted agencies) in the exercise of their respective duties on behalf of Hospital or any such facilities, is in compliance in all material respects with all applicable statutes, laws, ordinances, rules and regulations of any federal, state or local governmental authority with respect to regulatory matters primarily relating to patient healthcare (including without limitation Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section 1320a 7(b) (Criminal Penalties Involving Medicare or State Health Care Programs), commonly referred to as the “Federal Anti Kickback Statute,” and the Social Security Act, as amended, Section 1877, 42 U.S.C. Section 1395 (Prohibition Against Certain Referrals), commonly referred to as the “Stark Statute” (collectively, “Healthcare Laws”). Hospital has maintained in all material respects all

records required to be maintained by the DOH, the Food and Drug Administration, Drug Enforcement Agency and State Boards of Pharmacy and the federal and state Medicare and Medicaid programs as required by the Healthcare Laws and, to the knowledge of Hospital, there are no presently existing circumstances which would result or likely would result in material violations of the Healthcare Laws. Hospital has such permits, licenses, franchises, certificates and other approvals or authorizations of governmental or regulatory authorities as are necessary under applicable law to own its properties and to conduct its business (including without limitation such permits as are required under such federal, state and other health care laws, and under such HMO or similar licensure laws and such insurance laws and regulations, as are applicable thereto), and with respect to those facilities and other businesses that participate in Medicare and/or Medicaid, to receive reimbursement under Medicare and Medicaid. To the knowledge of Hospital, there currently exist no material restrictions, deficiencies, required plans of correction actions or other such remedial measures with respect to federal and state Medicare and Medicaid certifications or licensure surveys. Each facility operated by Hospital is in compliance in all material respects with all requirements for participation in Medicare and Medicaid, including, without limitation, the Medicare and Medicaid Patient Protection Act of 1987; each facility is in conformance in all respects with all insurance, reimbursement and cost reporting requirements, and has a current provider agreement which is in full force and effect under Medicare and Medicaid, to the extent that the failure to comply would not result in a Material Adverse Effect.

Section 4.20. *Anti-Terrorism Laws.* Hospital is not in violation of any laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Patriot Act. Hospital is not any of the following:

- (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
- (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
- (c) a Person with which Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;
- (d) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or
- (e) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

Section 4.21. *Solvency.* After the incurrence of the indebtedness of Hospital under the Loan Agreement, and after giving effect thereto (a) on a going concern basis the fair value of the

assets of Hospital will exceed the debts and liabilities, subordinated, contingent, or otherwise of Hospital, as applicable; (b) the present fair saleable value of the assets of Hospital will be greater than the amount that will be required to pay the probable liability of the debts and other liabilities, subordinated, contingent, or otherwise, of Hospital, as such debts and other liabilities become absolute and matured in the ordinary course; (c) Hospital does not intend to, or believe that it will, incur debts or liabilities beyond its ability to pay as such debts and liabilities mature in the ordinary course; (d) Hospital is able to pay its debts and liabilities, subordinated, contingent, or otherwise, as such debts and liabilities become absolute and matured in the ordinary course; and (e) Hospital will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is proposed to be conducted following the Closing Date. For purposes of this Section, the amount of contingent liabilities on and as of any date shall be computed as the amount that, in light of all the facts and circumstances existing on and as of such date, represents the amount that can reasonably be expected to become an actual or matured liability.

Section 4.22. *True and Complete Disclosure.* The statements and information furnished by Hospital to Purchaser pursuant hereto or in connection with the negotiation of this Agreement and the other Bond Documents do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading.

Section 4.23. *Valid and Binding Obligations.* This Agreement has been duly executed and delivered by one or more duly authorized officers of Hospital, and each of the Bond Documents to which Hospital is a party, is the legal, valid and binding obligation of Hospital enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE V

COVENANTS

Hospital will do the following so long as any Obligations remain outstanding under this Agreement or with respect to the Bonds, unless Purchaser shall otherwise consent in writing:

Section 5.01. *Corporate Existence, Etc.* Hospital will maintain its corporate existence. Hospital will preserve and keep in force and effect and maintain all licenses, permits, franchises and qualifications necessary to the proper conduct of its business, the failure to keep in force and effect or maintain which would have a Material Adverse Effect. Hospital will continue to engage in a business of the same general type as now conducted by it. Hospital will maintain its existence as a Tax-Exempt Organization.

Section 5.02. *Maintenance of Properties.* Hospital will maintain, preserve and keep its Property in good repair, working order and condition (ordinary wear and tear excepted) the failure to maintain, preserve and keep which would have a Material Adverse Effect.

Section 5.03. Compliance with Laws; Taxes and Assessments; OFAC. (a) Hospital will comply with all applicable laws, rules, regulations and orders applicable to it and its Property, noncompliance with which would have a Material Adverse Effect, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or its Property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which will operate to stay enforcement thereof and reserves are provided therefor that in the opinion of Hospital are adequate.

(b) (i) Hospital will comply with the requirements of all OFAC Sanctions Programs applicable to Hospital; (ii) Hospital shall provide Purchaser with any information reasonably requested by Purchaser regarding Hospital and that Purchaser has indicated is necessary for Purchaser to comply with all applicable OFAC Sanctions Programs; and (iii) if Hospital obtains actual knowledge or receives any written notice that Hospital is named on the then current OFAC SDN List (such occurrence, an “OFAC Event”), Hospital shall promptly (x) give written notice to Purchaser of such OFAC Event, and (y) comply with all applicable laws with respect to such OFAC Event (regardless of whether the party included on the OFAC SDN List is located within the jurisdiction of the United States of America), including the OFAC Sanctions Programs, and Hospital hereby authorizes and consents to Purchaser taking any and all steps Purchaser deems necessary to avoid violation of all applicable laws with respect to any such OFAC Event, including the requirements of the OFAC Sanctions Programs (including the freezing and/or blocking of assets and reporting such action to OFAC).

Section 5.04. Insurance. Hospital agrees that it will maintain, or cause to be maintained, insurance as required by the Loan Agreement or that is acceptable to Purchaser (and Purchaser having received and reviewed proof of insurance hereby accepts Hospital’s current insurance) and will provide Purchaser with evidence of such insurance as and when required to be delivered under the Loan Agreement. Each insurance policy required under this Section 5.04 (i) shall be written by insurance companies authorized or licensed to conduct business in the state or commonwealth where the Property is located and having an Alfred M. Best Company, Inc. rating of “A-” or higher and a financial size category of IX or better, (ii) shall be on such forms and written by such companies as shall be reasonably approved by Purchaser, and (iii) to the extent permitted by applicable law, rule or regulation shall contain a provision to the effect that such policy shall not be cancelled, altered or in any way limited in coverage or reduced in amount unless Purchaser is notified in writing at least thirty (30) days prior to such change.

Section 5.05. Insurance and Condemnation Proceeds. Insurance proceeds and condemnation awards with respect to the Project Facility shall be applied as provided in the Master Trust Indenture.

Section 5.06. Reports. Hospital will maintain a standard system of accounting in accordance with GAAP and will furnish to Purchaser such information respecting the business and financial condition of Hospital as Purchaser may reasonably request; and without any request, shall furnish to Purchaser:

(a) Within sixty (60) days after the end of each calendar quarter, (i) a copy of an internally prepared reports of volume statistics for the quarter together with a copy of an internally prepared unaudited financial statement for Hospital consistent with

Hospital's audited financial statements consisting of at least (1) a balance sheet as at the close of such quarter and (2) statements of current fund revenues and expenses and changes in fund balances for the period from the beginning of such Fiscal Year to the close of such quarter, and (ii) a report on status and completion of the Project Facility in detail and content reasonably requested by Purchaser.

(b) Within sixty (60) days of each semi-annual Fiscal Year and one hundred fifty (150) days of each Fiscal Year-end during the term, a certificate of the chief financial officer of Hospital or other officer of Hospital satisfactory to Purchaser containing a computation of, and showing compliance with, the Days' Cash on Hand as required by Section 5.16 of this Agreement, and to the effect that, in making the examination necessary for the signing of such certificate by such officer, that such officer has not become aware of any Potential Default or Event of Default, or if that officer has become aware of any Potential Default or Event of Default, describing it and the remedial steps being taken.

(c) Within one hundred fifty (150) days after the end of each Fiscal Year of Hospital, a copy of internally prepared reports of volume statistics for the year together with a copy of an annual audited financial report of Hospital and any other Members of the Obligated Group prepared in conformity with GAAP, including a balance sheet as of the end of such period (an internally prepared unaudited draft copy of which shall also be delivered to Purchaser by Hospital within ninety (90) days after the end of each Fiscal Year), statements of current fund revenues and expenses and changes in fund balances accompanied by (i) a certificate of an independent certified public accountant engaged by Hospital and satisfactory to Purchaser stating that such financial statements have been examined by such accountant and confirming that such financial statements have been prepared in accordance with GAAP, and (ii) a certificate of the chief financial officer of Hospital containing a computation of, and showing compliance with the Debt Service Coverage Ratio and the Capitalization Ratio as required by Section 5.16 of this Agreement as of the last day of such Fiscal Year and to the effect that, in making the examination necessary for the signing of such certificate by such officer, that such officer has not become aware of any Potential Default or Event of Default, or if that officer has become aware of any Potential Default or Event of Default, describing it and the remedial steps being taken.

(d) Within one hundred twenty (120) days of each Fiscal Year-end, the operating and capital budget of Hospital and any other Members of the Obligated Group for such year.

(e) Immediately upon learning of the occurrence of any of the following, written notice describing the same and the steps being taken in respect thereof (i) the occurrence and continuation of any Potential Default or Event of Default; (ii) the institution of or any adverse determination in, any litigation or proceeding, which is material to Hospital; and (iii) the occurrence or existence of any event or condition of the kind that could reasonably be expected to have a Material Adverse Effect.

(f) Copies of all certificates, documents, and notices required to be furnished

by or to Hospital under any Bond Document or under the MTI Supplement.

(g) Within thirty (30) days after its receipt thereof, a copy of each report which any provision of the Master Trust Indenture requires to be prepared by an Insurance Consultant.

Section 5.07. *Inspection and Field Audit.* Hospital will permit Purchaser and its duly authorized representatives and agents, upon reasonable prior written notice, to visit and inspect during normal business hours any Property, corporate books and financial records of Hospital to examine and make copies of the books of accounts and other financial records of Hospital and to discuss the affairs, finances and accounts of Hospital with, and to be advised as to the same by, their officers and independent public accountants (and by this provision Hospital authorize such accountants to discuss with Purchaser the finances and affairs of Hospital). The foregoing covenant specifically excludes any patient, personnel, legal, medical or other records as deemed by Hospital in its reasonable judgment to be (i) protected information under applicable law, or (ii) non-discoverable in a court of law. The foregoing covenant also is limited to the extent that any inspection or field audit may not materially and adversely interfere with the operation of Hospital or in any way allow for physical inspection of those areas of any Property that are not permitted by applicable law.

Section 5.08. *Indebtedness.* Hospital shall not issue, incur, assume, create or have outstanding any Indebtedness, except for Permitted Debt.

Section 5.09. *Liens.* Hospital will not create, incur or permit to exist any Lien of any kind on any Property owned by Hospital, except for Permitted Liens, provided no Potential Default or Event of Default exists or would otherwise result therefrom.

Section 5.10. *Accreditation.* Hospital will maintain (a) full or provisional accreditation of Hospital facilities owned by Hospital by the DOH or other bodies or authorities that provide such accreditation, (b) licenses and other approvals from appropriate regulatory authorities to operate its facilities requiring such licensure and approvals, the failure to maintain which would have a material adverse effect on the financial condition, Property, business or operations of Hospital, and (c) the status of Hospital's facilities as providers of health care services eligible for reimbursement under Medicaid, Medicare or equivalent insurance or contractual third-party payment programs including future federal programs, except to the extent that Hospital shall have determined in good faith that such compliance is not in its best interests and that lack of such compliance would not materially impair its ability to pay its Debt when due.

Section 5.11. *Mergers, Consolidations, Sale or Acquisition of Assets.* Hospital agrees that, so long as the Bonds are outstanding and/or during the term of this Agreement, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or acquire all or substantially all of the assets of another Person; provided, however, that, if no Event of Default shall have occurred and be continuing, Hospital may consolidate with or merge into another domestic corporation organized and existing under the laws of one of the states of the United States, or permit one or more such domestic corporations to consolidate with or merge into it, or acquire all or

substantially all of the assets of another Person, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided that (A) the surviving, resulting or transferee corporation assumes in writing all of the obligations of and restrictions on the Hospital under this Agreement, the Loan Agreement and the other Bond Documents to which Hospital is a party, (B) the proposed transaction will not adversely affect the exclusion of the interest payable on the Bonds from the gross income of the Holders thereof for federal income tax purposes, and (C) as of the date of such transaction, the Trustee, the Purchaser and the ECCRC shall be furnished with (1) an opinion of bond counsel as to the compliance with item (B) of this Section 5.11 (2) an opinion of counsel to the Hospital as to compliance with item (A) of this Section 5.11, and (3) an officer's certificate, dated the effective date of such transaction, of Hospital and the surviving, resulting or transferee corporation or the transferee of its assets, as the case may be, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Agreement or the Loan Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default.

Section 5.12. [Intentionally Omitted.]

Section 5.13. *Sales of Assets.* Hospital shall not sell, lease, remove, transfer, assign, convey or otherwise dispose of any Property, except for Permitted Dispositions (as defined in the Master Trust Indenture), provided that no Potential Default or Event of Default exists or would otherwise result therefrom.

Section 5.14. *Burdensome Contracts With Affiliates.* Without the prior consent of Trustee and Purchaser, Hospital shall not enter into any contract, agreement or business arrangement with any of its Affiliates (other than the Adirondack Medical Center Foundation) on terms and conditions which are less favorable to Hospital than would be usual and customary in similar contracts, agreements or business arrangements between Persons not affiliated with each other.

Section 5.15. *No Changes in Fiscal Year.* Hospital shall not change its Fiscal Year from its present basis.

Section 5.16. *Liquidity and Rate Covenants.*

(A) The Obligated Group shall maintain a Debt Service Coverage Ratio of at least 1.20 to 1.00 to be tested annually. The measurement date for testing the Debt Service Coverage Ratio shall be the last day of each Fiscal Year.

(B) The Obligated Group shall maintain, as of each Fiscal year-end, a Capitalization Ratio of not greater than 65%.

(C) The Obligated Group shall maintain as of each semi-annual Fiscal Year and each Fiscal Year-end, Days Cash on Hand of at least 50.

(D) The Obligated Group will not incur or guaranty any Indebtedness not outstanding on the Closing Date except for Permitted Debt.

Section 5.17. *Licensure.* Hospital will maintain all its rights and licenses to the extent necessary in, and material to, the operation of its business and affairs and be qualified to do business and conduct its affairs in each jurisdiction where its ownership of property or the conduct of its business or affairs requires such qualification; provided, however, that Hospital may surrender such licenses, permits and approvals that (i) are not associated with Hospital's primary operations, (ii) are not necessary with respect to Hospital's proposed operations and use of the Project Facility, and (iii) which relate to lines of business in which Hospital no longer desires to be engaged.

Section 5.18. *Sales and Leasebacks.* Hospital will not enter into any arrangement with any bank, insurance company or any other lender or investor providing for the leasing by Hospital of any Property theretofore owned by it and which has been or is to be sold or transferred by Hospital to such lender or investor.

Section 5.19. *Affiliation; Change in Control.* Hospital shall not (a) join any other hospital group or (b) cause or permit, or enter into an affiliation with any other healthcare group which would result in, (i) any Person or group of Persons (other than those in existence on the Closing Date) to have the right to appoint a majority of the Board of Directors (or similar governing body) of Hospital or (ii) another Person or Persons having the power to direct the activities of Hospital (each such event is referred to herein as a "Change in Control") without obtaining the prior written consent of Purchaser.

Section 5.20. *Additional Covenants.* In the event that Hospital shall at any time enter into or otherwise consent to any supplemental master trust indenture or other agreement under the Master Trust Indenture (or any amendment, supplement or modification thereto) with any financial institution or lender evidencing or governing Indebtedness for borrowed money of Hospital (each, an "Other Financial Agreement") under which Hospital agrees to perform, comply with or observe any covenant that measures the financial position or strength of Hospital by means of a ratio or other financial metric, that limits the amount of indebtedness that Hospital may incur or that limits the ability of Hospital to merge, consolidate, sell its assets or acquire the assets of another Person, and such covenant is in addition to or more restrictive than the covenants set forth in Sections 5.08, 5.09, 5.11, 5.12, 5.13 and 5.16 (each an "Additional Covenant"), then Hospital shall (i) promptly provide to Purchaser a copy of each such Other Financial Agreement, redacted as necessary to comply with any confidentiality restrictions to which Hospital is subject, but including all provisions of such Other Financial Agreement necessary to perform the Additional Covenant; and (ii) comply with and observe such Additional Covenant as amended from time to time (which amendments may be made by Hospital and such other financial institution or lender without the consent of Purchaser), for the benefit of Purchaser until such time as the Other Financial Agreement is terminated or compliance with the Additional Covenant is no longer required under the Other Financial Agreement (each, as the case may be, a "Termination Event"). Any such Additional Covenant (together with any amendments thereto and related definitions and ancillary provisions) shall be automatically incorporated by reference in this Agreement for the benefit of Purchaser until such Additional

Covenant is subject to a Termination Event (*mutatis mutandis*). Notwithstanding the above, this provision shall not apply to any Additional Covenant if including such Additional Covenant herein would cause (i) interest on the Bonds to be included in gross income for federal income tax purposes, (ii) Hospital to be required to restrict the yield on any part of its investments or property, or (iii) any rebate liability with respect to earnings on any of Hospital's investments.

Section 5.21. Amendments. Hospital shall not amend, modify, terminate or grant, or permit the amendment, modification, termination or grant of, any waiver under, or consent to, or permit or suffer to occur any action or omission which results in, or is equivalent to, an amendment, termination, modification, or grant of a waiver under this Agreement or any other Bond Document without the prior written consent of Purchaser. Hospital shall not amend or modify the MTI Supplement without the prior written consent of Purchaser. Notwithstanding any provision of the Master Trust Indenture or the MTI Supplement to the contrary, no amendments of the Master Trust Indenture other than supplements permitted pursuant to the terms of the Master Trust Indenture for the issuance of additional indebtedness or to convey additional security (but only those provisions of such supplements that relate to the issuance of additional indebtedness or additional security or such supplements that relate to Sections 8.01(A), 8.01(B) and 8.01(D) of the Master Trust Indenture) shall be effective with respect to Purchaser and the Note without the prior written consent of Purchaser.

Section 5.22. Further Assurances. Hospital will execute and deliver at any time and from time to time, upon the written request of Purchaser, such further documents and do such further acts and things as Purchaser may reasonably request in order to effect the purposes of this Agreement.

Section 5.23. Tax Status of Bonds. Hospital will not take any action or suffer any action to be taken by others that will impair the tax-exempt status of the Bonds.

Section 5.24. Completion of Project Facility. Hospital shall diligently pursue construction of the Project Facility and achieve Substantial Completion on or prior to twenty-four (24) months after the Closing Date (the "Completion Date"), all in full compliance with all restrictions, covenants and easements affecting the Project Facility, all authorizations of all Governmental Authorities, and with all terms and conditions of the Bond Documents, without material deviation from the scope of the Project Facility as presented to Purchaser unless Hospital obtains the prior approval of Purchaser. Hospital will pay all sums and perform all such acts as may be necessary or appropriate to complete such construction of the Project Facility in full compliance with all restrictions, covenants and easements affecting the Project Facility, all authorizations of Governmental Authorities and with all terms and conditions of the Bond Documents, all of which shall be accomplished on or before the Completion Date, free from any liens, claims or assessments (actual or contingent) asserted against the Project Facility for any material, labor or other items furnished in connection therewith, unless satisfactorily bonded over. Hospital will furnish evidence of satisfactory compliance with this section to Purchaser on or before the Completion Date.

Section 5.25. Accounts. On or prior to the date hereof Hospital and/or Trustee shall establish with Purchaser (the "Required Accounts") all accounts Hospital has agreed for the Trustee to open and maintain with Trustee pursuant to the Indenture, including the Series 2017A

Depository Account (as defined in the Indenture). The Required Accounts shall be maintained with Purchaser until such time as either Hospital is no longer required to maintain such accounts with Trustee or Purchaser is no longer is the holder of any Bonds, as applicable.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. *Events of Default.* The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an “Event of Default” hereunder:

(a) failure to pay to Purchaser any Payment Obligations when and as due hereunder or any other amounts required to be paid when and as due hereunder or to pay principal or interest when and as due under the Loan Agreement or the Bonds;

(b) any representation or warranty made by Hospital in this Agreement (or incorporated herein by reference) or in any of the other Bond Documents or in any certificate, document, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to or in connection with this Agreement or with any of the other Bond Documents, shall prove to have been incorrect, incomplete or misleading in any material respect;

(c) any event of default or “Event of Default” shall have occurred under any of the Bond Documents (as defined respectively therein), including (without limitation) the Master Trust Indenture;

(d) omitted;

(e) default in the due observance or performance of any other term, covenant or agreement set forth in this Agreement or in any other Bond Document and the continuance of such default for thirty (30) days after Purchaser has given Hospital written notice of such default, *provided, however*, if such failure can be cured within such thirty (30) day period, Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted within such thirty (30) days and is diligently pursued until such failure is corrected, but in any event, not more than an additional thirty (30) days; or

(f) Hospital shall contest or repudiate any provision of, or Hospital or any agent or trustee on behalf of Hospital shall deny that it has any or further liability under, this Agreement or any of the other Bond Documents;

(g) Hospital shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered

against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any action in furtherance of any matter described in parts (i) through (v) above, (vii) fail to contest in good faith any appointment or proceeding described in Section 6.01(h) hereof or (viii) take any action in furtherance of any of the foregoing purposes;

(h) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for Hospital or any substantial part of its Property, or a proceeding described in Section 6.01(g)(v) shall be instituted against Hospital and such appointment continues undischarged or any such proceeding continues undismissed or unstayed for a period of ninety (90) or more days;

(i) dissolution or termination of the existence of Hospital;

(j) an event of default (subject to applicable notice and cure periods) shall occur under any evidence of Indebtedness issued, assumed, or guaranteed by Hospital if the effect thereof is to cause, or to permit the holder or holders thereof (or an agent or trustee on their behalf) to cause, the purchase, redemption or prepayment of such Indebtedness or the acceleration of the maturity thereof;

(k) a final nonappealable judgment or judgments for the payment of money in excess of five hundred thousand dollars (\$500,000.00) is rendered against Hospital or against any of its Property and remains unvacated, unbonded or unstayed for a period of thirty (30) days;

(l) any event occurs that has a Material Adverse Effect and the continuance of such event for thirty (30) days after Purchaser has given Hospital written notice of such occurrence, provided, however, that if such failure can be cured within such thirty (30) day period, Purchase will not unreasonably withhold its consent to an extension of such time if corrective action is instituted within such thirty (30) days and is diligently pursued until such failure is corrected, but in any event, not more than an additional thirty (30) days; or

(m) an "event of default" shall occur and be continuing under any agreement between Hospital and Purchaser.

Section 6.02. *Consequences of an Event of Default.* If an Event of Default specified in Section 6.01 hereof shall occur and be continuing, Purchaser may:

(a) declare the outstanding amount of the Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue, provided that, if any Event of Default described in Section 6.01(g) or 6.01(h) hereof shall occur, the Obligations under this Agreement shall automatically

mature and be due and payable on the date of the occurrence of such Event of Default without presentment, demand, protest, notice of intention to accelerate, notice of acceleration or other notice of any kind to Hospital or any other Person, all of which are hereby expressly waived;

(b) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Bond Documents or to enforce performance or observance of any obligation, agreement or covenant of Hospital under the Bond Documents, whether for specific performance of any agreement or covenant of Hospital or in aid of the execution of any power granted to Purchaser in the Bond Documents; and

(c) exercise, or cause to be exercised, any and all remedies as it may have under the Bond Documents and as otherwise available at law and at equity.

Section 6.03. Remedies Cumulative. To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to Purchaser in the Bond Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by Purchaser, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. The rights and remedies of Purchaser specified herein are for the sole and exclusive benefit, use and protection of Purchaser.

Section 6.04. Waivers or Omissions. No delay or omission by Purchaser in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of Purchaser or to be acquiescence therein. No express or implied waiver by Purchaser of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 6.05. Discontinuance of Proceedings. In case Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Bond Documents and shall thereafter elect to discontinue or abandon the same for any reason, Purchaser shall have the unqualified right so to do and, in such event, Hospital and Purchaser shall be restored to their former positions with respect to the Obligations, the Bond Documents and otherwise, and the rights, remedies, recourse and powers of Purchaser hereunder shall continue as if the same had never been invoked.

Section 6.06. Injunctive Relief. Hospital recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to Purchaser; therefore, Hospital agrees that Purchaser, shall be entitled to such temporary or permanent injunctive relief as a court of competent jurisdiction in its discretion may award in any such case.

Section 6.07. *Right of Setoff, Other Collateral.* Upon the occurrence and during the continuance of an Event of Default hereunder (subject to applicable notice and cure periods and further subject to the Lien on Gross Revenues under the Master Trust Indenture), Purchaser and any of its affiliates are hereby authorized at any time and from time to time without notice to Hospital (any such notice being expressly waived by Hospital), and to the fullest extent permitted by law, to setoff, to exercise any banker's lien or any right of attachment and apply any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or monies at any time held by Purchaser to or for the account of Hospital against the Bonds and the Obligations and any and all other Obligations, whether or not Purchaser shall have made any demand for any amount owing to Purchaser by Hospital.

The rights of Purchaser under this Section are in addition to, in augmentation of, and do not derogate from or impair other rights and remedies (including, without limitation, other rights of setoff) which Purchaser may have.

ARTICLE VII

INDEMNIFICATION

In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, Hospital hereby agrees (to the extent permitted by law) to indemnify and hold harmless Purchaser and its officers, directors and agents (each, an "Indemnitee") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees and settlement costs) which an Indemnitee may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the "Liabilities") by reason of or in connection with (a) the execution and delivery or transfer of, or payment or failure to pay under, any Bond Document; (b) the issuance and sale of the Bonds; (c) the use of the proceeds of the Bonds; (d) Hospital's failure to comply with any applicable Environmental Law, or any applicable order of any regulatory or administrative authority with respect thereto; (e) any release of petroleum products or hazardous materials or substances on, upon or into real property owned, operated or controlled by Hospital; and (f) any and all damage to natural resources or real property or harm or injury to Persons resulting or alleged to have resulted from any failure to comply or any release of petroleum products or hazardous materials or substances as described in clauses (d) and (e) above; *provided* that Hospital shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee, or that of its officers, directors, employees or consultants. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (a), (b), (c) (d), (e) or (f) as a condition of indemnity hereunder each Indemnitee shall promptly notify Hospital in writing and Hospital shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by Hospital, or (ii) Hospital, after due notice of the action, shall not have employed counsel reasonably satisfactory to such Indemnitee to

have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by Hospital. Hospital shall not be liable for any settlement of any such action effected without its consent. Nothing under this Article VII is intended to limit Hospital's payment of the Obligations. The obligations of Hospital under this Article shall survive the payment of the Bonds and the Obligations and the termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. OFAC Patriot Act Notice. Hospital shall (a) ensure that no person who owns a controlling interest in or otherwise controls Hospital is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits Purchaser from making any advance or extension of credit to Hospital or from otherwise conducting business with Hospital and (b) ensure that the Bond proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, Hospital shall comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. Purchaser hereby notifies Hospital that pursuant to the requirements of the Patriot Act they are required to obtain, verify and record information that identifies Hospital, which information includes the name and address of Hospital and other information that will allow Purchaser to identify Hospital in accordance with the Patriot Act. Hospital hereby agrees that it shall promptly provide such information upon request by Purchaser.

Section 8.02. Further Assurances. From time to time upon the request of Purchaser, Hospital shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Purchaser may in its reasonable discretion deem necessary or desirable to confirm this Agreement and the other Bond Documents, to carry out the purpose and intent hereof and thereof or to enable Purchaser to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by Purchaser, Hospital will, at Hospital's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Bond Documents. Hospital also agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as Purchaser may request in order to impose or continue the lien and security interest created pursuant to the Bond Documents. If Hospital fails to execute any of such instruments within ten (10) days after demand to do so, Hospital irrevocably appoints Purchaser as its attorney in fact and in its name, place and stead to do so.

Section 8.03. Amendments and Waivers; Enforcement. Purchaser and Hospital may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Bond Documents or changing the rights of Purchaser or Hospital hereunder or thereunder, and Purchaser may from time to time grant waivers or consents to a departure from the due performance of the obligations of Hospital hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any

provision hereof, any Potential Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Potential Default or Event of Default or impair any right consequent thereto.

Section 8.04. *No Implied Waiver; Cumulative Remedies.* No course of dealing and no delay or failure of Purchaser in exercising any right, power or privilege under this Agreement or the other Bond Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of Purchaser under this Agreement are cumulative and not exclusive of any rights or remedies which Purchaser would otherwise have under any Bond Document, at law or in equity.

Section 8.05. *Notices.* All notices, requests, demands, directions and other communications (collectively “notices”) under the provisions of this Agreement shall be in writing, unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (a) if by first class mail, three (3) days after mailing; (b) if by overnight delivery, on the next Business Day; and (c) if by telephone, when given to a person who confirms such receipt. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

Hospital: Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

With a copy to:

Rivkin Radler LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

Purchaser: Compass Mortgage Corporation
250 W. Pratt St, Suite 1350
Baltimore, Maryland 21201
Attention: R. Ryan Miller

With a copy to:

Reed Smith LLP
599 Lexington Avenue
New York, New York 10022
Attention: Jeffrey S. Page, Esq.

Purchaser and Hospital may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 8.06. *Payment Set Aside.* To the extent that any payment is made to Purchaser, or Purchaser exercises its right of setoff, in either event with respect to Obligations, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.07. *Severability.* The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.08. *Governing Law; Service of Process.* This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to its conflicts of law provisions. Each party hereto irrevocably consents to service of process in the manner provided for notices in section 8.05 hereof. Nothing in this agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 8.09. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER BOND DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER BOND DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.10. *Jurisdiction/Venue.* All judicial proceedings brought against any Member of the Obligated Group with respect to this Agreement and the Bond Documents may be brought in any state or federal court of competent jurisdiction sitting in Albany, New York, and by execution and delivery of this Agreement, Hospital accepts for itself and in connection with its

properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and/or the Bond Documents. Hospital irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 8.10.

Section 8.11. *Prior Understandings.* This Agreement and the other Bond Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 8.12. *Duration.* All representations and warranties of Hospital contained herein or made in connection herewith shall survive the execution of and shall not be waived by the execution and delivery of this Agreement or the other Bond Documents. All covenants and agreements of Hospital contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 8.13. *Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.14. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Hospital shall not assign its rights or obligations under this Agreement or the other Bond Documents.

Section 8.15. *Assignability.* This Agreement is a continuing obligation and shall be binding upon Hospital, its successors and assigns and shall inure to the benefit of Purchaser and its permitted successors, transferees and assigns. Hospital may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Purchaser. Purchaser may, in accordance with the Bond Purchase Agreement, assign all of its rights, title and interests in this Agreement.

Section 8.16. *Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.17. *Electronic Signatures.* The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically

signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE
FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**COMPASS MORTGAGE CORPORATION, as
Purchaser**

By: Robert R. Miller
Name: **ROBERT R. MILLER**
Title: **VICE PRESIDENT**

ADIRONDACK MEDICAL CENTER

By: _____
Name: Sylvia Getman
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**COMPASS MORTGAGE CORPORATION, as
Purchaser**

By: _____
Name:
Title:

ADIRONDACK MEDICAL CENTER

By: *Sylvia Getman*
Name: Sylvia Getman
Title: President and Chief Executive Officer

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Corporation Services Company UCC Filing Dept.
1180 Avenue of the Americas, Suite 210
New York, NY 10036**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Essex County Capital Resource Corporation

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
7566 Court Street

CITY
Elizabethtown

STATE
NY

POSTAL CODE
12932

COUNTRY
USA

1d. SEE INSTRUCTIONS
Not Applicable

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
LDC

1f. JURISDICTION OF ORGANIZATION
New York

1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS
Not Applicable

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
U.S. Bank National Association, as Trustee

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
100 Wall Street, 16th floor

CITY
New York

STATE
NY

POSTAL CODE
10005

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] (ADDITIONAL FEE)

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

[Trust Indenture & Supplemental Indenture]

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
 - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
 - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
 - 1c. An address is always required for the Debtor named in 1a or 1b.
 - 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
 - 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
 4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
 5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
 6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
 7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
 8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

SCHEDULE A TO UCC-1 FINANCING STATEMENT

FROM ESSEX COUNTY CAPITAL RESOURCE CORPORATION, AS DEBTOR

TO

U.S. BANK NATIONAL ASSOCIATION, AS SECURED PARTY

The Debtor and the Secured Party, as trustee for the holders from time to time of the Debtor's Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2017A (the "Bonds"), have entered into a trust indenture dated as of October 1, 2017 (the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture. The Indenture is intended to create a first priority security interest in certain property of the Debtor, including, but not limited to:

- A. All right, title and interest of the Debtor in and to the Trust Revenues, including any payment made by a Bank pursuant to a Letter of Credit; and
- B. Any and all moneys and securities from time to time held by the Secured Party under the terms of the Indenture, except (A) moneys on deposit in the Credit Facility Account, the Redemption Premium Account and the Remarketing Proceeds Account of the Bond Fund and all moneys and investments therein (including without limitation the proceeds of a Credit Facility) deposited with or paid to the Secured Party for the redemption of Bonds, notice of which has been duly given, or for the purchase of Tendered Bonds (as defined in the Indenture) pursuant to the Indenture, and (B) moneys on deposit in the Rebate Fund (as defined under the Indenture); and
- C. Any and all other Property (as defined in the Indenture) of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent in favor of the Secured Party.

Excepting therefrom the Unassigned Rights.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Corporation Services Company UCC Filing Dept.
1180 Avenue of the Americas, Suite 210
New York, NY 10036**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Essex County Capital Resource Corporation

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

1c. MAILING ADDRESS
7566 Court Street

CITY Elizabethtown	STATE NY	POSTAL CODE 12932	COUNTRY USA
------------------------------	--------------------	-----------------------------	-----------------------

1d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LDC	1f. JURISDICTION OF ORGANIZATION New York	1g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
---	-----------------------------------	--	---	---------------------------------	-------------------------------

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

2d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
---	-----------------------------------	--------------------------	----------------------------------	---------------------------------	-------------------------------

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
U.S. Bank National Association, as Trustee

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

3c. MAILING ADDRESS
100 Wall Street, 16th floor

CITY New York	STATE NY	POSTAL CODE 10005	COUNTRY USA
-------------------------	--------------------	-----------------------------	-----------------------

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable]	ADDITIONAL FEE [optional]	All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

[Pledge and Assignment]

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
 - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
 - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
 - 1c. An address is always required for the Debtor named in 1a or 1b.
 - 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
 - 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

SCHEDULE A TO UCC-1 FINANCING STATEMENT

FROM ESSEX COUNTY CAPITAL RESOURCE CORPORATION, AS DEBTOR

TO

U.S. BANK NATIONAL ASSOCIATION, AS SECURED PARTY

The Debtor has executed and delivered to the Secured Party, as trustee for the holders from time to time of the Debtor's Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2017A, a Pledge and Assignment dated as of October 1, 2017, (the "Pledge and Assignment") pursuant to which the Debtor has assigned to the Secured Party all rights and interest of the Debtor (excepting the Unassigned Rights, as defined in the Loan Agreement) under, in and pursuant to a certain Loan Agreement, dated as of October 1, 2017 (the "Loan Agreement") by and between the Debtor and Adirondack Medical Center including, without limitation, the present and continuing right (i) to make claim for, collect or cause to be collected, received or cause to be received all loan payments and other sums of money payable or receivable by the Debtor under the Loan Agreement (except monies payable pursuant to the Unassigned Rights), (ii) to bring action and proceedings thereunder for the enforcement thereof, except actions to enforce the Unassigned Rights, and (iii) to do any and all things which Debtor is or may become entitled to do under the Loan Agreement (excepting the Unassigned Rights).

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Pledge and Assignment.

CLOSING RECEIPT

ESSEX COUNTY CAPITAL RESOURCE CORPORATION
MULTI-MODE REVENUE BONDS
(ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,500,000

CLOSING RECEIPT, executed this 5th day of October, 2017, by ESSEX COUNTY CAPITAL RESOURCE CORPORATION (the “Issuer”), U.S. BANK NATIONAL ASSOCIATION, as trustee (the “Trustee”), COMPASS MORTGAGE CORPORATION (the “Holder”) as initial purchaser of the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the “Bonds”), and ADIRONDACK MEDICAL CENTER (the “Hospital”).

WITNESSETH:

Capitalized terms used herein which are not otherwise defined herein and which are defined in the trust indenture dated as of October 1, 2017 (the “Indenture”) by and between the Issuer and the Trustee shall have the meanings ascribed to them in the Indenture, except that, for purposes of this Closing Receipt, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Closing Receipt and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this Closing Receipt and not as of any future date or to any successor or assign.

(1) The Issuer (A) has executed and delivered, or is delivering, to the Trustee, the Bonds, and hereby requests and authorizes the Trustee to authenticate the same in accordance with the Indenture and to deliver them in accordance with instructions from the Holder upon payment by the Holder to the Trustee for the account of the Issuer, of the purchase price of the Bonds, and satisfaction of all of the other requirements of Section 210 of the Indenture for delivery of the Bonds, (B) acknowledges receipt from the Trustee of notice that the Trustee has acknowledged satisfaction of all of the other requirements of Section 210 of the Indenture for delivery of the Bonds, (C) directs the Trustee to disburse the proceeds of the Bonds in accordance with the terms of Section 402 of the Indenture, (D) has executed, delivered, sealed and acknowledged, where appropriate, the Financing Documents to which it is a party, (E) has executed the Information Return required by Section 149(e) of the Code, (F) acknowledges receipt of the Financing Documents duly executed and acknowledged, where appropriate, by the Hospital, the Trustee and the Holder, and (G) acknowledges receipt from the Hospital of its administrative fee relating to the Bonds.

(2) The Hospital (A) has executed, delivered, sealed and acknowledged, where appropriate, the Financing Documents to which it is a party, (B) has delivered to the Trustee the initial Request for Disbursement pursuant to Section 404 of the Indenture, (C) acknowledges receipt from the Trustee of the amount requested therein, and (D) directs the Trustee pursuant to Section 410 of the Indenture to invest the proceeds of the Bonds in accordance with the investment instructions attached hereto as Schedule I to Exhibit A.

(3) The Trustee (A) has executed, delivered, sealed and acknowledged, where appropriate, the Financing Documents to which it is a party, (B) acknowledges receipt from the Issuer of the Bonds, (C) confirms that it has authenticated the Bonds and has delivered them to the Holder, (D) acknowledges receipt from the Holder of the Bonds, (E) confirms that it has deposited the proceeds of the Bonds in accordance with the investment instructions attached hereto as Schedule I to Exhibit A, and (F) acknowledges satisfaction of all of the other requirements of Section 210 of the Indenture for delivery of the Bonds.

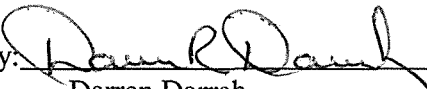
(4) The Holder (A) has executed, delivered and acknowledged, where appropriate, the Financing Documents to which it is a party, (B) acknowledges receipt from the Hospital of the fees payable to it under the Bond Purchase Agreement, (C) has paid the purchase price of the Bonds to be paid to the Trustee for the account of the Issuer, and (D) acknowledges delivery by the Trustee in accordance with the Holder's instructions this day of the Bonds duly executed, sealed, attested and authenticated.

(5) This Closing Receipt may be executed in counterparts, each of which shall constitute an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have executed this Closing Receipt on the date first set forth above.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

By: 
Darren Darrah
Chairman

ADIRONDACK MEDICAL CENTER

By: _____
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____
Authorized Officer

COMPASS MORTGAGE CORPORATION

By: _____
Name:
Title:

[Signature page to Closing Receipt]

IN WITNESS WHEREOF, the parties have executed this Closing Receipt on the date first set forth above.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

By: _____
Darren Darrah
Chairman

ADIRONDACK MEDICAL CENTER

By: Sylvia Getman
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____
Authorized Officer

COMPASS MORTGAGE CORPORATION

By: _____
Name:
Title:

[Signature page to Closing Receipt]

IN WITNESS WHEREOF, the parties have executed this Closing Receipt on the date first set forth above.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

By: _____
Darren Darrah
Chairman

ADIRONDACK MEDICAL CENTER

By: _____
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By:  _____
Authorized Officer

COMPASS MORTGAGE CORPORATION

By: _____
Name:
Title:

[Signature page to Closing Receipt]

IN WITNESS WHEREOF, the parties have executed this Closing Receipt on the date first set forth above.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

By: _____
Darren Darrah
Chairman

ADIRONDACK MEDICAL CENTER

By: _____
Sylvia Getman
President/Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____
Authorized Officer

COMPASS MORTGAGE CORPORATION

By: Robert R. Miller
Name: ROBERT R. MILLER
Title: VICE PRESIDENT

[Signature page to Closing Receipt]

ADIRONDACK MEDICAL CENTER

INVESTMENT INSTRUCTIONS

_____, 2017

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, New York 10005
Attention: Steven V. Vaccarello, Vice President

Ladies and Gentlemen:

Pursuant to the Trust Indenture dated as of October 1, 2017 (the “Indenture”) by and between the Essex County Capital Resource Corporation (the “Issuer”) and U.S. Bank National Association, as trustee (the “Trustee”) for the holders of all indebtedness issued by the Issuer pursuant to the Indenture, the undersigned, pursuant to Section 410 of said Indenture, is authorized to direct the investment of all sums held from time to time pursuant to the terms of the Indenture. Until such time as additional directions are presented to you by the undersigned, you are hereby directed that such sums be invested as set forth in Schedule I attached hereto.

Very truly yours,

ADIRONDACK MEDICAL CENTER

By: _____
Authorized Officer

SCHEDULE I

INVESTMENT INSTRUCTIONS

[Any money market funds customarily invested in by the Trustee]

**GENERAL CERTIFICATE OF ESSEX COUNTY
CAPITAL RESOURCE CORPORATION**

This certificate is made in connection with the issuance by the Essex County Capital Resource Corporation (the "Issuer") of its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "Initial Bonds") pursuant to a trust indenture dated as of October 1, 2017 (the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee") for the holders of the Initial Bonds and any additional bonds (the "Additional Bonds", and collectively with the Initial Bonds, the "Bonds") issued pursuant to the Indenture and, in connection therewith, the execution by the Issuer of the Bonds, the Indenture, the Loan Agreement, the Pledge and Assignment, the Arbitrage Certificate, the Information Return for Private Activity Bond Issues (Internal Revenue Service Form 8038), the Bond Purchase Agreement (as each such document is defined in the Indenture), and any other document now or hereafter executed by the Issuer (collectively, the "Issuer Documents") in connection with issuing the Bonds to finance a project (the "Project") for the benefit of the Hospital consisting of (A) the financing and refinancing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility") (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance incidental to the issuance of the Initial Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project" and clauses (i) and (ii) hereinafter collectively referred to as the "Project Facility"); and (B) the funding of a debt service reserve fund, if any, to secure the Initial Bonds.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Indenture, except that, for purposes of this certificate (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICER OF THE ISSUER HEREBY CERTIFIES THAT:

1. I am an officer of the Issuer and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Issuer.

2. The Issuer is a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "Act"). A copy of the Issuer's certificate of incorporation, which certificate of incorporation is in full force and effect on and as of the date hereof, is attached hereto as Exhibit A.

3. The Issuer (A) has full legal power and authority to own its properties, conduct its business and execute, deliver and perform its obligations under each of the Issuer Documents and (B) has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations.

4. Under the Act, the Issuer was established as a not-for-profit local development corporation of the State for the purposes of, among other things, relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding Essex County, New York (the "County") by attracting new industry to the County, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest.

5. Attached hereto as Exhibit B is a true, correct and complete copy of the by-laws of the Issuer, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

6. The current directors of the Issuer are as follows:

Darren Darrah, Chairman

James Bowen, Vice-Chairman

Jamie Rogers, Treasurer

Gerald Morrow, Secretary

Joseph Kusalonis, Director

John Boyea, Director

Matt Courtright

The foregoing named individuals constitute all of the directors of the Issuer, each of such individuals was and is duly appointed, qualified and acting as such member; each of such individuals who is indicated as an officer of the Issuer was and is duly elected or appointed, qualified and acting as such officer; and each of such individuals has been a member of the Issuer since at least August 31, 2017.

7. The seal impressed on the last page of this certificate is a true and correct impression of the corporate seal of the Issuer.

8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQRA Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New

York, being 6 NYCRR Part 617, as amended (the “Regulations”, the Issuer: (1) reviewed the Application, the Environmental Assessment Form prepared by the Hospital for the Review Board and the “Decision-Phase #1(Conditional Site Work Permit,” dated June 15, 2016 issued by the Village of Lake Placid/ Town of North Elba Review Board (the “Review Board”), which decision determined that the Project Facility was an “unlisted action” and made a “negative declaration” with respect to the Project, together with the minutes of the meeting at which the Review Board rendered its decision; (2) based upon such review, determined that the Project Facility constitutes an “Unlisted Action” under SEQRA and that the Project Facility will not have a “significant adverse environmental impact on the environment” and therefore that an environmental impact statement need not be prepared with respect to the Project Facility; and (3) consistent with such findings, made a “negative declaration” with respect to the Project Facility (as such quoted terms are used in SEQRA) in the Bond Resolution attached hereto as Exhibit H.

9. Pursuant to a resolution adopted by the directors of the Issuer on August 31, 2017 (the “Inducement Resolution”), the Issuer made a determination, subject to numerous conditions, to undertake the Project and to enter into an agreement with the Hospital respecting the Project (the “Preliminary Agreement”). Attached hereto as Exhibit D is a certified copy of the Inducement Resolution and a copy of the executed Preliminary Agreement. The Inducement Resolution was duly adopted by the directors of the Issuer, has not been amended or modified since its adoption and is in full force and effect as of the date of this certificate in accordance with its terms.

10. Attached hereto as Exhibit E is proof of publication of the notices of the public hearing with respect to the Project (the “Public Hearing”) required pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”).

11. Attached hereto as Exhibit F is a report (the “Report”) of the Public Hearing.

12. Attached hereto as Exhibit G is a copy of the resolution adopted on October 2, 2017 (the “Public Approval”) by the Board of Supervisors of Essex County, New York approving the proposed action of the Issuer with respect to the Project for the purposes of Section 147(f) of the Code.

13. Attached hereto as Exhibit H are true, correct and complete copies of the resolution adopted by the directors of the Issuer on September 18, 2017 (the “Bond Resolution”) approving and authorizing the execution of the Issuer Documents. Such Bond Resolution was duly adopted by the directors of the Issuer, has not been amended or modified since its adoption and is in full force and effect as of the date of this certificate in accordance with its terms.

14. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents have been duly authorized by all necessary action of the Issuer. The Issuer Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Issuer Documents has been repealed, revoked or rescinded.

15. The execution, delivery and performance of the Issuer Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Issuer do not and will not (A) violate the Act, the certificate of incorporation, or the by-laws of the Issuer, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Issuer is a party or by which the Issuer may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Issuer or any of the Property of the Issuer.

16. The Issuer has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Issuer Documents.

17. Each of the representations and warranties of the Issuer contained in the Issuer Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

18. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to our knowledge, threatened against or affecting the Issuer (nor, to our knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Bond Resolution, (B) the validity or the enforceability of the Bond Resolution or the Issuer Documents or the transactions contemplated therein, or (C) the existence or organization of the Issuer.

19. The Issuer Documents (exclusive of the Bonds) have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Issuer by the Chief Executive Officer, Chairman, Vice Chairman, Secretary or Assistant Secretary of the Issuer; the signature thereon of said officer is the genuine signature of such officer; and said executed Issuer Documents are in substantially the same form as the forms approved by the Bond Resolution.

20. The Bonds have been duly executed on behalf of the Issuer by the Chief Executive Officer, Chairman, Vice Chairman or Secretary of the Issuer, and the seal thereon imprinted was attested on behalf of the Issuer by the Secretary or Assistant Secretary of the Issuer; the signatures of said officers thereon are the genuine signatures of such officers; the seal of the Issuer imprinted on the Bonds is the corporate seal of the Issuer; and the Bonds contain, in all respects the same terms as the terms thereof approved by the Bond Resolution.


21. The Issuer is not contemplating instituting bankruptcy, insolvency or similar proceedings against itself.

22. The Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed and satisfied by the terms of the Issuer Documents on or prior to the Closing Date.

[Remainder of page left blank intentionally]

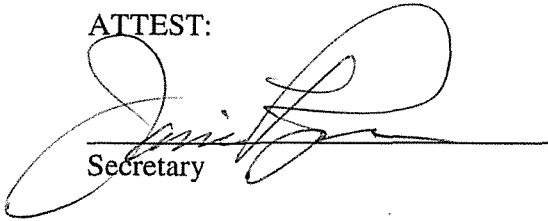
IN WITNESS WHEREOF, I have hereunto set my signature as Chairman of the Issuer and have affixed the seal of the Issuer this 5th day of October, 2017.

ESSEX COUNTY CAPITAL
RESOURCE CORPORATION

By: 
Darren Darrah
Chairman

[SEAL]

ATTEST:


Secretary

[Signature Page to General Certificate of Issuer]

EXHIBITS TO
ISSUER GENERAL CERTIFICATE

Exhibit A - Certificate of Incorporation

Exhibit B - By-Laws of the Issuer

Exhibit C - SEQR Resolution

Exhibit D - Inducement Resolution and Preliminary Agreement

Exhibit E - Proof of Publication of notices of the Public Hearing

Exhibit F - Report of the Public Hearing

Exhibit G - Public Approval

Exhibit H - Bond Resolution

FILING RECEIPT

=====

ENTITY NAME: ESSEX COUNTY CAPITAL RESOURCE CORPORATION

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: ESSE

=====

FILED:06/17/2010 DURATION:PERPETUAL CASH#:100617000547 FILM #:100617000487

FILER:

EXIST DATE

BRIGGS NORFOLK LLP
ATTN: JENIFER R. BRIGGS
2296 SARANAC AVENUE
LAKE PLACID, NY 12946

06/17/2010

ADDRESS FOR PROCESS:

ESSEX COUNTY INDUSTRIAL DEVELOPMENT AGENCY
ATTN: CAROL CALABRESE, CO-EXEC DIRECTOR 7566 COURT STREET
ELIZABETHTOWN, NY 12932

REGISTERED AGENT:

=====

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEEs 75.00

FILING 75.00
TAX 0.00
CERT 0.00
COPIES 0.00
HANDLING 0.00

PAYMENTS 75.00

CASH 0.00
CHECK 75.00
CHARGE 0.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

=====

DOS-1025 (04/2007)

CERTIFICATE OF INCORPORATION
OF

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

A Not-For-Profit Local Development Corporation
Under Section 402 and 1411 of the Not-For-Profit
Corporation Law of the State of New York

THE UNDERSIGNED, being over the age of eighteen years, for the purpose of forming a not-for-profit local development corporation pursuant to Section 1411 of the Not-For-Profit-Corporation Law of the State of New York (the "NFPCL"), hereby certifies as follows:

FIRST: The name of the corporation shall be Essex County Capital Resource Corporation (hereinafter referred to as the "Corporation").

SECOND: The Corporation will be a corporation as defined in subparagraph (a)(5) of Section 102 of the NFPCL and, as provided in Section 1411 of the NFPCL, will be a Type C Corporation as defined in Section 201 of the NFPCL. The Corporation shall be a public instrumentality of, but separate and apart from, Essex County (the "County").

THIRD: The purpose for which the Corporation is to be formed and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, is to lessen the burdens of government by fulfilling the purposes now or hereafter referred to in Section 1411(a) of the NFPCL including, without limitation, by means of engaging in the following activities:

(a) promoting community and economic development and the creation of jobs in the non-profit and for profit sectors for the citizens of the County by developing and providing programs for not-for-profit institutions, manufacturing and industrial businesses and other entities to access low interest tax-exempt and non-tax-exempt financing for their eligible projects;

(b) issuing and selling one or more series or classes of bonds, notes and other obligations (the "Obligations") through public letting, private placement, or negotiated underwriting to finance activities referred to in subparagraph (a) above, on a secured or unsecured basis;

(c) engaging the services of one or more underwriters, placement agents, consultants, attorneys, financial advisors and other persons whose services may be appropriate or desirable in connection with the acquisition and financing referred to above;

(d) undertaking projects within the County that are appropriate functions for a non-profit local development corporation for the purpose of relieving and reducing unemployment, promoting and providing for additional and maximum employment,

bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the County by attracting new industry to the County or by encouraging the development of or retention of an industry in the County, and lessening the burdens of government and acting in the public interest; and

(e) in general, performing any and all acts and things, and exercise and any and all powers which may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of New York for the purpose of accomplishing any of the foregoing purposes of the Corporation.

FOURTH: The activities referred to in subparagraph (a) of paragraph THIRD above will achieve the lawful public purposes of lessening the burdens of government, the carrying out of such purposes and the exercise of the powers conferred on the Corporation being the performance of an essential governmental function, it being understood that the performance of such activities will assist the County in reducing unemployment and promoting additional job growth and economic development.

FIFTH: The operations of the Corporation will be conducted within the County. Notwithstanding any other provision of this Certificate of Incorporation, the by laws and any provision of law, so long as any Obligations remain outstanding, the Corporation shall not do any of the following:

(a) engage in any business or activity other than as set forth in paragraph THIRD;

(b) without the consent of the County and the affirmative vote of two thirds of the members of The Board of Directors of the Corporation, (i) dissolve or liquidate, in whole or in part, or institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it, (iii) file a petition seeking or consent to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or a substantial part of its property, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay its debts generally as they become due or (vii) take any corporate action in furtherance of the actions set forth in clauses (i) through (vi) of this paragraph; or

(c) without the consent of the County and the affirmative vote of two thirds of the members of the Board of Directors of the Corporation, merge or consolidate with any other corporation, company or entity or, except to the extent contemplated by paragraph THIRD hereof, sell all or substantially all of its assets or acquire all or substantially all of the assets or capital stock or other ownership interest of any other corporation, company or entity.

When voting on whether the Corporation will take any action described in paragraph (b) above, each Director shall owe his or her primary fiduciary duty or other obligation to the Corporation (including, without limitation, the Corporation's creditors) and not to the

members of the Corporation (except as may specifically be required by the Not-For-Profit Corporation Law). Every Director of the Corporation shall be deemed to have consented to the foregoing by virtue of such Director's appointment as a Director of the Corporation.

SIXTH: Pursuant to the requirements of Section 1411(e) of the NFPCL.

(a) All income and earnings of the Corporation shall be used exclusively for its corporate purposes or accrue and, subject to the Corporation's responsibilities under the Obligations, be paid to the New York Job Development Authority.

(b) The property of the Corporation is irrevocably dedicated to charitable purposes. No part of the income or earnings of the Corporation shall inure to the benefit or profit of, nor shall any distribution of its property or assets be made to, any member, director or officer of the Corporation, or private person, corporate or individual, or to any other private interest, except that the Corporation may repay loans made to it and may repay contributions (other than dues) made to it to the extent that any such contribution may not be allowable as a deduction in computing taxable income under the Internal Revenue Code of 1986, as amended.

(c) If the Corporation accepts a mortgage loan or loans from the New York Job Development Authority, the Corporation shall dissolve in accordance with the provisions of paragraph (g) of Section 1411 of the NFPCL upon the repayment or other discharge in full by the Corporation or all such loans.

SEVENTH:

(a) The Corporation shall not attempt to influence legislation by propaganda or otherwise, or participate in or intervene, directly or indirectly, any political campaign on behalf of or in opposition to any candidate for public office.

(b) The Corporation shall not engage in any activities not permitted to be carried on by an organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(c) The Corporation shall not accept a mortgage loan or loans from the New York Job Development Authority.

EIGHTH: In the event of the dissolution of the Corporation or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute all of the remaining assets and property of the Corporation to the County. Any of such assets not so disposed of shall be disposed of by order of the Supreme Court of the State of New York pursuant to Section 1008 of the NFPCL.

NINTH: The office of the Corporation shall be located in Essex County, New York.

The Corporation at all times shall:

(a) upon request by the Essex County Board of Supervisors (the "Board of Supervisors"), the Corporation shall make available any and all books and records of the Corporation for inspection by the Board of Supervisors and his or her staff; and

(b) submit to the Board of Supervisors an annual financial report together with a report of the operations and accomplishments of the Corporation for such annual period. The Board of Supervisors, the New York State Authority Budget Office and the New York State Comptroller shall have the right to conduct an annual audit of the books and records of the Corporation.

TENTH: The sole member of the Corporation shall be the County.

ELEVENTH: The Corporation shall be managed by a Board of Directors, who shall be comprised of those persons named in paragraph TWELFTH hereof (the "Directors"). Each of the Directors shall serve at the pleasure of the governing body of the County and continue to hold office until his successor is appointed and has qualified in accordance with the Corporation's By-laws.

The Corporation is a public body (as such term is defined in the Open Meetings Law) and, as such, each meeting of the Board of Directors of the Corporation shall be conducted in the manner prescribed by the Open Meetings Law.

TWELFTH: The Corporation shall consist of not less than three nor more than seven Directors. The Directors will be appointed by the governing body of the County and shall include (a) the Chairman of Essex County Industrial Development Agency, (b) the Vice-Chairman of Essex County Industrial Development Agency, (c) the Treasurer of Essex County Industrial Development Agency, (d) the Secretary of Essex County Industrial Development Agency, and (e) any additional members of the Essex County Industrial Development Agency.

(a) The names and addresses of the Initial Directors are as follows:

Darren Darrah
882 Middle Road,
Willsboro, New York 12996

James Bowen
P.O. Box 101
Severance, New York 12872

Charles Bryant
P.O. Box 196
Port Henry, New York 12974

Jamie Rogers
53 Essex Street
Lake Placid, New York 12946

Jorja Sanders
Sander's Realty & Property Management LLC
8 Ford Road
Ticonderoga, New York 12883

Bruce Bourgeois
840 Mace Chasm Road
Keeseville, New York 12944

It is acknowledged that the Directors hold comparable positions with Essex County Industrial Development Agency, a New York State public benefit corporation established by Chapter 366 of the 1976 Laws of the State of New York, as amended. By reason of the shared public purposes of the Corporation and the Essex County Industrial Development Agency, none of the Directors of the Corporation shall be deemed to have a conflict of interest solely due to such person's position with the Essex County Industrial Development Agency.

The powers of the corporation set forth in paragraph THIRD hereof shall be subject to the following limitations:

(A) The Corporation shall not undertake a project, issue Obligations or otherwise provide any type of financial assistance to any entity without the Essex County Industrial Development Agency first requesting that the Corporation undertake a project or provide financial assistance to any entity.

(B) The Corporation shall hold a public hearing on any financial assistance in excess of \$100,000 proposed to be provided by the Corporation to a project at which interested parties shall be provided with reasonable opportunity, both orally and in writing, to present their views with respect to the project. The Corporation shall give the same notice of such hearing as the Essex County Industrial Development Agency would be required to give pursuant to the provisions of Section 859-a and b of the General Municipal Law of the State of New York as if such hearing was a public hearing of the Essex County Industrial Development Agency with respect to a project.

THIRTEENTH: The Corporation will be subject to the Public Authorities Accountability Act of 2005 (the "Act"). As such, the Corporation will be required to, among other things: (1) undergo an annual independent audit and submit the results of such audit to the County and the New York State Authority Budget Office, (2) prepare and submit its annual budget to the County and the New York State Authority Budget Office, (3) adopt the various ethical, reporting, property disposition and disclosure policies required by the Act,

and (4) form governance and audit committees to ensure the Corporation is in compliance with the Act and any other applicable laws.

FOURTEENTH: The Secretary of State of the State of New York is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is to Essex County Industrial Development Agency, 7566 Court Street, Elizabethtown, New York 12932, Attn: Carol Calabrese, Co-Executive Director.

FIFTEENTH: The By-laws of the Corporation may be adopted, amended or repealed by a majority of the Directors of the Corporation upon 30 days notice to all of the Directors, provided, however, that the Corporation shall not amend, alter, change or repeal any provision of those sections of the By-laws pertaining to (i) the selection, removal and replacement of its Member and (ii) the selection, removal and replacement of Directors and the composition of the Board of Directors without the consent of the County.

SIXTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter provided herein or by statute; provided, however, that (1) so long as any Obligations remain outstanding, the Corporation shall not amend, alter, change or repeal any provision of Paragraphs THIRD, FIFTH, NINTH, FIFTEENTH and SIXTEENTH of this Certificate of Incorporation (the "Restricted Articles") without the affirmative vote of two-thirds of the members of the Board of Directors of the Corporation and the consent of the County, (2) the Corporation shall not amend or change any provision of any Article other than the Restricted Articles so as to be inconsistent with the Restricted Articles and (3) so long as the Corporation continues to exist, the provisions of paragraph THIRD, TENTH, ELEVENTH or TWELFTH of this Certificate of Incorporation shall not be amended, altered, changed or repealed without the unanimous vote of the Directors; provided further, that all the Directors shall have received 30 days advance notice of any proposed amendment, alteration, change or repeal.

IN WITNESS WHEREOF, this certificate has been subscribed by the undersigned this 18 day of May, 2010.

Carol Calabrese
Carol Calabrese
7566 Court Street, P.O. Box 217
Elizabethtown, New York 12932

CERTIFICATE OF INCORPORATION
OF

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

A Not-For-Profit Local Development Corporation
Under Section 402 and 1411 of the Not-For-Profit
Corporation Law of the State of New York

Filed by: Briggs Norfolk LLP
Attn: Jenifer R. Briggs
2296 Saranac Avenue
Lake Placid, New York 12946
518.523.5555

**BY-LAWS
OF
ESSEX COUNTY CAPITAL RESOURCE CORPORATION**

**ARTICLE I
THE CORPORATION**

Section 1. Name. The name of the Corporation is "Essex County Capital Resource Corporation."

Section 2. Seal of Corporation. The seal of the Corporation will be in the form of a circle and will bear the name of the Corporation and the year of its organization.

Section 3. Office of Corporation. The office of the Corporation will be in Essex County, New York.

Section 4. Execution of Instruments. Except as otherwise provided in these by-laws, instruments and documents of the Corporation may be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Corporation may designate by resolution.

**ARTICLE II
MEMBERS, DIRECTORS, OFFICERS AND COMMITTEES**

Section 1. Sole Member. Essex County, New York (the "County") is the sole member of the Corporation.

Section 2. Board of Directors. The Corporation will consist of not less than three nor more than seven Directors. The Directors will be appointed by and serve at the pleasure of the governing body of the County and will include (i) the Chairman of Essex County Industrial Development Agency, (ii) the Vice-Chairman of Essex County Industrial Development Agency, (iii) the Treasurer of Essex County Industrial Development Agency, (iv) Secretary of the Essex County Industrial Development Agency, (v) any additional members of Essex County Industrial Development Agency so appointed by the County.

It is acknowledged that the members of the Essex County Industrial Development Agency are appointed by and serve at the pleasure of the Essex County Board of Supervisors.

Section 3. Term of Service. Directors are not subject to term limits. Each Director is appointed by and serves at the pleasure of the Essex County Board of

Supervisors. Accordingly, a Director may be removed without cause at any time for any reason.

Section 4. Filling of Vacancies. Should any Director position become vacant, the Corporation will take steps to recommend to the Essex County Board of Supervisors one or more nominees to fill the vacancy. The decision to appoint a particular individual as a Director rests solely with the Essex County Board of Supervisors.

Section 5. Responsibilities of Directors; Training Requirement.

(A) The Directors of the Corporation constitute the governing body of the Corporation (the "Board"), and will have and will responsibly exercise all of the powers prescribed by Section 1411 of the New York State Not-for-Profit Corporation Law and other applicable law (including but not limited to the Public Authorities Law).

(B) The Board will appoint a Chief Executive Officer and a Chief Financial Officer of the Corporation, neither of whom will be a Director of the Corporation.

(C) Every annual financial report of the Corporation must be approved by the Board and provided to the County.

(D) The Directors of the Corporation will: (i) execute direct oversight of the Chief Executive Officer of the Corporation and other senior management of the Corporation in the effective and ethical management of the Corporation; and (ii) understand, review and monitor the implementation of fundamental financial and management controls and operational decisions of the Corporation.

(E) The Board will not, directly or indirectly, including through a subsidiary, extend or maintain credit or arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan to or for any officer, Director or employee (or equivalent thereof) of the Corporation.

(F) Directors of the Corporation will file annual financial disclosure statements with the Essex County Board of Supervisors.

Section 6. Officers of the Board.

(A) The officers of the Board will be a Chairman, a Vice Chairman, a Secretary, and a Treasurer.

(B) The officers of the Board will perform the duties and functions specified in these by-laws and such other duties and functions as may from time to time be authorized by resolution of the Board of the Corporation or required to effect the statutory purposes of the Corporation.

(C) Should any office of the Board become vacant, the Corporation will appoint a successor from among its Directors at the next regular meeting, and such appointment will be for the unexpired term of said office.

Section 7. Chairman. The Chairman will be a Director of the Corporation and preside at all meetings of the Corporation. The Chairman will sign all agreements, contracts, deeds and any other instruments on behalf of the Corporation, except as otherwise authorized or directed by resolution of the Corporation. The Chairman will submit his recommendations and such information as he has deemed pertinent concerning the business, affairs and policies of the Corporation, at each meeting.

Section 8. Vice Chairman. The Vice Chairman will be a Director of the Corporation and perform the duties of the Chairman in the absence or incapacity of the Chairman. In the event of the resignation or death of the Chairman, the Vice Chairman will become acting Chairman and perform the duties of the Chairman until such time as the Corporation appoints a new Chairman.

Section 9. Secretary. The Secretary will be a Director of the Corporation. He will keep all records of the Corporation, will act as secretary at the meetings of the Corporation, will keep a record of all votes thereat. He will record the proceedings of the Corporation in a journal of proceedings to be kept for such purpose. He will perform all duties incident to this office. He will have custody of the seal of the Corporation, and will have the power to affix such seal to all contracts and other instruments authorized by the Corporation to be executed.

Section 10. Treasurer. The Treasurer will be a Director of the Corporation. Except as otherwise authorized by resolution of the Board, the Treasurer of the Corporation will sign all checks for the payment of money of the Corporation; and will pay out and disburse such moneys under the direction of the Board. Except as otherwise authorized by resolution of the Board, all such checks will be countersigned by the Chairman of the Corporation. The Treasurer, in coordination with the Corporation's chief financial officer, will render to the Corporation at each regular meeting an account of the financial transactions and the current financial condition of the Corporation.

Section 11. Additional Duties. The officers of the Corporation will perform such other duties and functions as may from time to time be required by the Corporation, by its by-laws, or by its rules and regulations.

Section 12. Appointment of Officers. All officers of the Corporation except the first Chairman will be appointed at the annual meeting of the Corporation. Officers will hold office for one year or until their successors are appointed. If the term of a Corporation Director should terminate, his term of office as an officer will also terminate.

ARTICLE III MEETINGS

Section 1. Annual Meeting. The annual meeting of the Corporation will be held in the month of April, at the time and place determined by the Corporation.

Section 2. Regular Meetings. Regular meetings of the Corporation may be held at such times and places as from time to time may be determined by the Corporation.

Section 3. Special Meetings. The Chairman of the Corporation may, when he deems it desirable, and will upon the written request of two Directors of the Corporation, call a special meeting of the Corporation for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each Director of the Corporation or may be mailed to the business or home address of each Director of the Corporation at least two days prior to the date of such special meeting. Waivers of notice may be signed by any Director failing to receive a proper notice. At such special meeting, no business will be considered other than as designated in the call, but if all Directors of the Corporation are present at a special meeting, with or without notice thereof, and are all agreeable thereto, any and all business may be transacted at such special meeting.

Section 4. Executive Sessions. When determined by the Corporation that any matter pending before it is confidential in nature, it may, upon its own motion, establish an executive session in accordance with the New York State Open Meetings Law and exclude non-Directors from such sessions.

Section 5. Quorum. At all meetings of the Corporation, a majority of the Corporation will constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 6. Order of Business. At the regular meetings of the Corporation, the following will be the order of business:

1. Roll Call.
2. Reading and approval of the minutes of the previous meeting.
3. Report of the Treasurer.
4. Bills and communications.
5. Reports of Committees.
6. Resolutions and motions.
7. Unfinished business.
8. New business.
9. Adjournment.

Section 7. Manner of Voting. The voting on all questions coming before the Corporation concerning financial commitments, expenditures, personnel matters, appointments, litigation, legal indebtedness, contracts, and agreements will be by roll call, all other questions may be by voice vote, and yeas and nays will be entered on the minutes of such meeting, except in the case of appointments when the vote may also be by ballot. Any action of the Corporation will be binding upon determination by a majority vote of the Directors of the Corporation.

Section 8. Action by Conference Telephone. Any one or more members of the Corporation may participate in a meeting of the Corporation by means of a conference telephone or similar equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

ARTICLE IV EXECUTIVE OFFICERS AND EMPLOYEES

Section 1. Chief Executive Officer.

(A) The Chief Executive Officer will be appointed by the Board, and will be the chief executive officer of the Corporation.

(B) The Chief Executive Officer will have general supervision over the administration of the business and affairs of the Corporation, subject to the direction of the Board. Whenever possible, the Chief Executive Officer will attend each meeting of the Board, and will submit such recommendations and information to the Board as the Chief Executive Officer may consider proper concerning the business, affairs and policies of the Corporation.

(C) The Chief Executive Officer will be charged with the management of all projects of the Corporation.

(D) The Chief Executive Officer will also serve as the Contracting Officer (as such term is defined in the Public Authorities Law) of the Corporation, and, as such, be responsible for (i) the disposition of property of the Corporation, and (ii) the Corporation's compliance with the Corporation's property use and disposition guidelines.

(E) Every annual financial report of the Corporation must be certified in writing by the Chief Executive Officer that based on the Chief Executive Officer's knowledge (i) the information provided therein is accurate, correct and does not contain any untrue statement of material fact; (ii) does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and (iii) fairly presents in all material respects the financial condition and results of operations of the Corporation as of, and for, the periods presented in the financial statements.

Section 2. Chief Financial Officer.

(A) The Chief Financial Officer will have the care and custody of all funds of the Corporation and will deposit the same in the name of the Corporation in such bank or banks as the Board may select or, if the Board has not so selected a bank or banks, which the Chief Financial Officer selects.

(B) The Chief Financial Officer will keep regular books of accounts showing receipts and expenditures, and will render to the Audit Committee at each regular meeting thereof an account of such transactions and also of the financial condition of the Corporation.

(C) The Chief Financial Officer will give such bond for the faithful performance of his duties as the Corporation may determine.

(D) Every annual financial report of the Corporation must be certified in writing by the Chief Financial Officer that based on the Chief Financial Officer's knowledge (i) the information provided therein is accurate, correct and does not contain any untrue statement of material fact; (ii) does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and (iii) fairly presents in all material respects the financial condition and results of operations of the Corporation as of, and for, the periods presented in the financial statements.

Section 3. Additional Personnel. The Corporation may, from time to time employ such personnel as it deems necessary to exercise its power, duties and functions as prescribed by the New York State Not-for-Profit Corporation Law and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel including the Chief Executive Officer will be determined by the Corporation subject to the laws of the State of New York. The Corporation may from time to time employ such personnel as it deems necessary to exercise its statutory powers, duties and functions. The selection and compensation of all personnel will be determined by the Corporation.

Section 4. Financial Disclosure. Officers and employees of the Corporation will file annual financial disclosure statements with the Essex County Board of Supervisors.

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right of Indemnification. Each Director and officer of the Corporation, whether or not then in office, and any person whose testator or intestate was such a Director or officer, will be indemnified by the Corporation for the defense of, or in connection with, any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, administrative or investigative, in accordance with and to the fullest extent permitted by the Section 18 of the Public Officers Law of the State of New York or other applicable law, as such law now exists or may hereafter be adopted or amended; provided, however, that the Corporation will provide indemnification in connection with an action or proceeding (or part thereof) initiated by such a Director or officer only if such action or proceeding (or part thereof) was authorized by the Board.

ARTICLE VI POLICIES & PROCEDURES

Section 1. Projects. It is the policy of this Corporation that the Corporation will only undertake projects that are not authorized by Article 18A of the New York State General Municipal Law (the "New York State Industrial Development Agency Act") unless the Corporation receives a written request from Essex County Industrial Development Agency asking the Corporation to consider undertaking such project.

Section 2. Miscellaneous.

(A) The Corporation will not approve any project to be located on a site or within an

area which does not conform to or has not been granted a variance from the zoning laws of the State, county, town or village.

(B) The Corporation will not approve any project which would be in violation of New York State Environmental Quality Review Act.

(C) The Corporation will not approve any project which would be or is in violation of the health, labor or other laws of the State of New York or the United States or of the local laws of Essex County and any city, village or township in Essex County.

Section 3. Audit of Records and Accounts.

(A) The Corporation will annually secure a certified audit of its financial records and accounts and will file a copy of such certified audit with the Essex County Board of Supervisors within ninety days after the close of the Corporation's fiscal year.

(B) The Corporation may require any other operating statements that it determines is required for daily operation.

Section 4. Conveyance of Property. The Corporation may insert in a contract for a project that upon the payment in full of all notes, bonds and indebtedness incurred in connection with a project that the Corporation will convey the lands, buildings and equipment involved in said project and so paid for to the tenant or operator of the same upon terms set forth in such contract and that the additional consideration for such conveyance may be nominal.

Section 5. Additional Policies. The Corporation by resolution may adopt such rules, regulations, policies and procedures as it may deem necessary and appropriate to the operation so long as the same is not contrary to these by-laws as they may be amended from time to time.

**ARTICLE VII
AMENDMENTS**

Section 1. Amendments to By-laws. The by-laws of the Corporation may be amended with the consent of the Chairman of the Essex County Board of Supervisors and the approval of a majority of all the Directors of the Corporation at a regular meeting or at a special meeting called for that purpose; but no such amendment will be adopted unless at least thirty days written notice thereof has been previously given to all Directors of the Corporation and to the Chairman of the Essex County Board of Supervisors.

Adopted by CRC Board of Directors July 20, 2010

Adopted by CRC Board of Directors March 17, 2011

Adopted by CRC Board of Directors March 28, 2012

TEFRA RESOLUTION

A special meeting of the Essex County Capital Resource Corporation, Essex County, New York, was convened in public session on September 18, 2017, at 1:00 p.m. (Prevailing Time) at 7566 Court Street, Elizabethtown, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT:	Darren Darrah	Gerald Morrow	James Bowen
	Jamie Rogers	Matthew Courtright	
ABSENT:	Joe Kusalonis	John Boyea	
ALSO PRESENT:	Jody Olcott	Carol Calabrese	Jennifer Briggs

Upon motion duly made and seconded, the following resolution was unanimously adopted by the members of the Essex County Capital Resource Corporation:

A RESOLUTION OF THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION APPROVING, PURSUANT TO THE REQUIREMENTS OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE CORPORATION OF UP TO TEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000) TAX-EXEMPT BONDS (A) TO FINANCE THE COSTS OF A PROJECT CONSISTING OF (I) THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A NEW MEDICAL FITNESS CENTER TO BE CONSTRUCTED ON THE ADIRONDACK MEDICAL CENTER'S LAKE PLACID CAMPUS LOCATED AT 185 MILITARY ROAD IN THE TOWN OF LAKE PLACID, NEW YORK, INCLUDING AN APPROXIMATE 10,000 SQUARE FOOT REHABILITATION/MEDICAL FITNESS CENTER THAT WILL SERVICE REHABILITATION PATIENTS AND WHICH MEDICAL FITNESS CENTER ALSO INCLUDES OFFICES, EXAM ROOMS, A PART-TIME EMERGENCY DEPARTMENT, A SMALL MEDICAL IMAGING SUITE AND A SMALL CLINICAL LABORATORY THAT WITH THE REHABILITATION/MEDICAL FITNESS CENTER WILL TOTAL APPROXIMATELY 31,439 SQUARE FEET, (II) THE ACQUISITION AND INSTALLATION IN THE

FACILITY OF VARIOUS MACHINERY, EQUIPMENT, AND FURNISHINGS, AND (III) CERTAIN COSTS OF ISSUANCE, ALL OF WHICH IS TO BE LOCATED IN THE TOWN OF NORTH ELBA; AND (B) TO FINANCE OF ALL OR A PORTION OF THE COST OF THE FOREGOING BY ISSUANCE OF MULTI-MODAL REVENUE BONDS OF THE CORPORATION IN ONE OR MORE ISSUES OR SERIES IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000.

WHEREAS, the Essex County Capital Resource Corporation (the "Corporation") is authorized under Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 563 of the Laws of 1973 of the State, as amended (collectively, the "Act"), to issue its revenue bonds for the purpose of paying the cost of a "project" within the meaning of the Act which includes (A) the financing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet, (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings, and (iii) certain costs of issuance, all of which is to be located in the Town of North Elba (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project"); and (B) the financing of all or a portion of the cost of the foregoing by issuance of multi-modal revenue bonds of the Corporation in one or more issues or series in aggregate principal amount not to exceed \$10,500,000 (the "Bonds").

WHEREAS, in order for interest on the Bonds to be excluded from the gross income of the owners thereof for purposes of federal income taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), the Bonds must be issued as part of an issue of bonds which has been approved by the governmental unit having jurisdiction over the area in which any facility financed by the proceeds of the Bonds is located after a public hearing following reasonable public notice;

WHEREAS, the Corporation, on the date hereof, has held such a public hearing, pursuant to notice duly published, as provided for by the public approval requirements of Section 147(f) of the Code, on September 4, 2017. A copy of the proof of publication of such notice is on file with the Secretary;

WHEREAS, anyone who wanted to speak in favor of or against the financing of the Project and the issuance of the Bonds was given an opportunity to do so;

NOW, THEREFORE, BE IT RESOLVED BY THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION:

Section 1. The Corporation hereby finds, determines and declares the matters hereinabove set forth.

Section 2. The Corporation hereby approves the issuance of the Bonds for the purposes hereinabove set forth. This approval shall constitute the approval of the "applicable elected representative" in order to satisfy the public approval requirement of Section 147(f) of the Code.

Section 3. This resolution shall take effect immediately upon due adoption.

PASSED AND ADOPTED, THIS 18TH DAY OF SEPTEMBER, 2017.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: 
Darren Darrah, Chairman

Attest:

By: 

Jamie Rogers, Secretary

(SEAL)

STATE OF NEW YORK)
)ss.:
COUNTY OF ESSEX)

I, JAMIE ROGERS, Secretary of the Essex County Capital Resource Corporation (the "Corporation"), DO HEREBY CERTIFY as follows:

1. A special meeting of the Corporation was duly held on September 18, 2017 and minutes of such meeting have been duly recorded in the book kept by me in accordance with law for the purpose of recording the minutes of meetings of the Corporation.

2. At such meeting more than a quorum of the members of the Corporation were present after all had been duly notified of the meeting and the purposes of the meeting in the manner and within the time prescribed by the By-Laws of the Corporation.

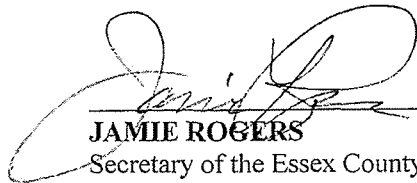
3. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

5. The resolution referred to in such extract was introduced in typewritten form.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Essex County Capital Resource Corporation this 18th day of September, 2017.

(SEAL)



JAMIE ROGERS
Secretary of the Essex County
Capital Resource Corporation, New York

INDUCEMENT RESOLUTION

A regular meeting of the Essex County Capital Resource Corporation, Essex County, New York, was convened in public session on August 31, 2017, at 9 a.m. at 7566 Court Street, Elizabethtown, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Darren Darrah (via conference call)

Gerald Morrow John Boyea

James Bowen Joseph Kusalonis

ABSENT: Jamie Rogers

Matt Courtright

ALSO PRESENT: Jody Olcott Carol Calabrese

Jenn Briggs (via conference call)

Upon motion duly made and seconded, the following resolution was unanimously adopted by the members of the Essex County Capital Resource Corporation:

RESOLUTION TAKING OFFICIAL ACTION TOWARD THE ISSUANCE BY THE CORPORATION OF UP TO FIFTEEN MILLION DOLLARS (\$15,000,000) TAX EXEMPT MULTI-MODAL REVENUE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF BUILDINGS AND BUILDING IMPROVEMENTS AND EQUIPMENT, INCLUDING FIXTURES, FOR ADIRONDACK MEDICAL CENTER D/B/A ADIRONDACK HEALTH, A NEW YORK NOT-FOR-PROFIT 501(C)(3) CORPORATION, AND ITS SUCCESSORS AND ASSIGNS

WHEREAS, Adirondack Medical Center d/b/a Adirondack Health, a New York not-for-profit 501(c)(3) corporation, and its successors and assigns (the "Hospital"), located in Saranac Lake, New York, has applied to the Essex County Capital Resource Corporation (the "Corporation") to issue tax-exempt multi-modal revenue bonds in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds") for the purpose of financing a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus, located at 185 Military Road, Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility"), (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance (hereinafter collectively referred to as the "Project").

WHEREAS, the Hospital is, or shall be prior to the providing of financial assistance, if any, by the Corporation, a not-for-profit 501(c)(3) corporation, duly organized in the State of New York or other state, and authorized to do business in the State of New York, and

WHEREAS pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 563 of the Laws of 1973 of the State of New York, as amended (collectively, the "Act"), the Corporation is authorized and empowered to finance the acquisition, construction, equipping and installation of such facility within Essex County, New York through the issuance of its tax-exempt multi-modal revenue bonds, and

WHEREAS, the members of the Corporation have approved the application of the Hospital and have agreed to issue Bonds for the purpose of financing the acquisition, construction, equipping and installation of the Project for the Hospital.

NOW, THEREFORE, BE IT RESOLVED by the Essex County Capital Resource Corporation as follows:

Section 1. The Corporation has found and determined that the Hospital's project constitutes a "project" within the meaning of the Act and shall accomplish the public purpose of the Corporation as presented in the Act; and will promote the job opportunities, health, general prosperity and the economic welfare of the inhabitants of Essex County and the State of New York and improve their standard of living and will thereby serve the public purposes of the Act; and that it is desirable and in the public interest to issue up to FIFTEEN MILLION DOLLARS (\$15,000,000) principal amount of Bonds for the purpose of financing the acquisition, construction, equipping and installation of the Project, together with necessary incidental expenses in connection therewith.

Section 2. The Corporation will (i) issue the Bonds in the principal amount of not more than FIFTEEN MILLION DOLLARS (\$15,000,000) the particular maturity, interest rate, redemption term and other terms and provisions to be determined by a further resolution of the Corporation, (ii) acquire, construct, equip and install the Project, or cause the Project to be acquired, constructed, equipped or installed, (iii) lease with option to purchase, or sell the Project to the Hospital pursuant to a lease or an installment sale agreement by and between the Corporation and the Hospital, whereby the Hospital will be obligated, among other things, to make payments to the Corporation in amounts and at times so that such payments will be adequate to pay the principal of and premium, if any, and interest on the Bonds and (iv) secure the Bonds in such manner as the Corporation, the purchaser of the Bonds and the Hospital mutually deem appropriate. If the proceeds from the sale of such Bonds are insufficient to finance the entire cost of acquisition, construction, equipping and installation of the Project, the Hospital shall complete and pay for the Project. Alternatively, the Corporation may enter into a "straight-lease" transaction with the Hospital

and grant a mortgage on the Project to secure conventional financing therefore.

Section 3. The Hospital is hereby appointed the true and lawful agent of the Corporation (i) to acquire, construct, equip and install the Project, and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Corporation and in general to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity as the Corporation could do if acting on its own behalf. In addition, the Hospital is hereby authorized to advance such funds as may be necessary to accomplish such purposes and, to the extent permitted by law, the Corporation agrees to reimburse the Hospital therefor out of the proceeds of the Bonds.

Section 4. The Corporation in reviewing the Hospital's application has preliminarily determined that the Hospital meets the provisions of Section 862 (2) of the General Municipal Law or that such provisions are not applicable. Any financial assistance which the Corporation may provide to the Hospital shall be subject to the "clawback" provisions of Section 875 of the General Municipal Law, and the Hospital shall at all times cooperate with and indemnify and hold harmless the Corporation in the Corporation's colorable and good faith compliance with said Section 875.

Section 5. Squire Patton Boggs (US) LLP is hereby appointed Bond Counsel in relation to the issuance of the Bonds.

Section 6. Jennifer Briggs, Esq. is hereby appointed as general counsel to the Corporation in relation to the issuance of the Bonds.

Section 7. Bond Counsel is hereby authorized to work with the Hospital and others to prepare, for submission to the Corporation, all documents necessary to effect the authorization, issuance and sale of the Bonds.

Section 8. The Chairman of the Corporation is hereby authorized and directed to distribute copies of this resolution to the Hospital and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 9. This resolution is hereby adopted subject to the requirements of the State Environmental Quality Review Act (SEQRA), as amended, Article 8 of the Environmental Conservation Law of the State of New York, and all regulations thereunder, and applicable regulations, if any, of the Adirondack Park Corporation ("APA") and the Village of Lake Placid/Town of North Elba Review Board.

Section 10. The Corporation shall prepare and publish a notice of public hearing in compliance with Section 147(f) of the Code and shall hold such public

hearing prior to the issuance of the Bonds, the Corporation must have approved the issuance of the Bonds after such public hearing on the issuance of the Bonds and the nature and location of the Project has been held by the Corporation at a regularly scheduled meeting of the Corporation.

Section 11. The Corporation intends this Resolution to be a Declaration of Official Intent of the Corporation with respect to the Bonds under U.S. Treasury Regulations Section 1.150-2 (successor to Section 1.103-18) for purposes of Sections 103 and 141 to 150 of the Code. The Corporation is the “actual issuer” of the Bonds within the meaning of Section 1.150-2 of the U.S. Treasury Regulations. A general functional description of the property, project or program for which the Hospital reasonably expects to reimburse all or a portion of the capital expenditures paid within 60 days prior to the date hereof or to be paid on or after the date hereof (the “Expenditures”) is: the acquisition, construction, equipping and installation of the Project. The maximum principal amount of debt expected to be issued for the purposes of reimbursement of the Expenditures is \$15,000,000. The Corporation reasonably expects the Hospital to reimburse the Expenditures with proceeds of debt consisting of the Bonds to be issued by the Corporation. This Declaration of Official Intent shall be reasonably available for inspection by the general public, commencing no later than 30 days after the date hereof, until the date of issue of the last Bonds issued to finance the Expenditures, during normal business hours on business days at the office of the Corporation, County Government Center, Elizabethtown, New York 12932.

Section 12. This resolution incorporates by reference the information, statements, exhibits, terms and covenants contained in the Hospital's Application for Financial Assistance, dated and filed with the Corporation on June 16, 2016, which application has not been amended or modified and is deemed to be a part of this resolution.

Section 13. This resolution replaces a prior inducement resolution relating to the financing of the Project authorized by the Corporation on June 30, 2016, which prior resolution is repealed and of no force and effect.

The question of the adoption of the foregoing resolution was duly put to vote on roll call which resulted as follows:

<u>Darren Darrah</u>	Voting <u>YES</u>
<u>James Bowen</u>	Voting <u>YES</u>
<u>Joe Kusalonis</u>	Voting <u>YES</u>
<u>Gerald Morrow</u>	Voting <u>YES</u>

John Boyea

Voting YES

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
)ss.:
COUNTY OF ESSEX)

I, **Jamie Rogers**, Secretary of the Essex County Capital Resource Corporation (the “Corporation”), DO HEREBY CERTIFY as follows:

1. A regular meeting of the Corporation was duly held on August 31, 2017 and minutes of such meeting have been duly recorded in the book kept by me in accordance with law for the purpose of recording the minutes of meetings of the Corporation.

2. At such meeting more than a quorum of the members of the Corporation were present after all had been duly notified of the meeting and the purposes of the meeting in the manner and within the time prescribed by the By-Laws of the Corporation.

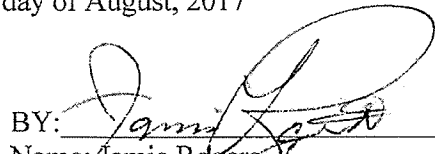
3. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

5. The resolution referred to in such extract was introduced in typewritten form.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Essex County Capital Resource Corporation this 31st day of August, 2017

(SEAL)

BY: 
Name: Jamie Rogers
Title: Secretary of the Essex County Capital Resource Corporation, New York

PRESS REPUBLICAN
473 THIRD STREET
NIAGARA FALLS NY 14301
(518)561-2300

ORDER CONFIRMATION

Salesperson: Legal Ads

Printed at 09/01/17 11:10 by bupto

Acct #: 5051

Ad #: 1338460

Status: N

ESSEX CO INDUSTRIAL DEV
7566 COURT ST
P O BOX 217
ELIZABETHTOWN NY 12932

Start: 09/04/2017 Stop: 09/04/2017
Times Ord: 1 Times Run: ***
STD 1.00 X 262.00 Words: 824
Total STD 262.00
Class: 147 PUBLIC NOTICES
Rate: L001 Cost: 128.57
Affidavits: 1

Contact: CAROL CALABRESE
Phone: (518)873-9114
Fax#:
Email:
Agency:

Ad Descrpt: NOTICE OF PUBLIC HEARING
Given by: *
Created: bupto 09/01/17 10:58
Last Changed: bupto 09/01/17 11:09

PUB ZONE EDT TP START INS STOP SMTWTFS
PR A 97 S 09/04
IN A 96 S 09/04

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

PRESS REPUBLICAN
473 THIRD STREET
NIAGARA FALLS NY 14301
(518) 561-2300

ORDER CONFIRMATION (CONTINUED)

Salesperson: Legal Ads

Printed at 09/01/17 11:10 by bupto

Acct #: 5051

Ad #: 1338460

Status: N

NAME OF ADVERTISER
ADDRESS
CITY
STATE
ZIP

NAME OF AGENT
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

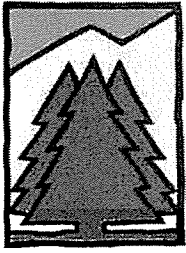
NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP

NAME OF SALES
ADDRESS
CITY
STATE
ZIP



ESSEX COUNTY IN THE PARK
INDUSTRIAL DEVELOPMENT AGENCY

7566 Court Street • P.O. Box 217 • Elizabethtown, NY 12932
(518) 873-9114 • Fax (518) 873-2011 • E-mail: info@essexcountyida.com
Web Site: www.essexcountyida.com

PUBLIC HEARING MINUTES

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) will be held by the Essex County Capital Resource Corporation (the “Corporation”) on September 18, 2017 at 1 p.m., local time, at the offices of the Corporation located at 7566 Court Street, Elizabethtown, New York, in connection with the following matters: public hearing to authorize up to \$10,500,000 of tax-exempt multi-modal revenue bonds of the Corporation, the interest on which will be excluded from gross income for federal income tax purposes for the Project described below.

Adirondack Medical Center d/b/a Adirondack Health, a New York not-for-profit 501(c)(3) corporation, and its successors and assigns (the “Hospital”), located in Saranac Lake, New York, has applied to the Essex County Capital Resource Corporation (the “Corporation”) to issue tax-exempt revenue bonds in one or more series as part of a plan of finance in an aggregate principal amount not to exceed \$10,500,000 (the “Bonds”). The Corporation plans to issue the Bonds for the purpose of (A) the financing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital’s Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the “Facility”), (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the “Equipment”), and (iii) certain costs of issuance (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the “Project”) all of which is to be located in the Town of North Elba; and (B) the financing of all or a portion of the cost of the foregoing by issuance of multi-modal revenue bonds of the Corporation in one or more issues or series in aggregate principal amount not to exceed \$10,500,000 (the “Bonds”). The Project will be owned by the Hospital. It is intended that interest on the Bonds in the aggregate principal amount of not more than \$10,500,000 will be excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code.

PRESENT:	Darren Darrah	Gerald Morrow	James Bowen
	Jamie Rogers	Matthew Courtright	
	Jody Olcott	Carol Calabrese	Jennifer Briggs

There were no public in attendance and no written comments received.

Public hearing was closed at 1:15PM.

TEFRA RESOLUTION

A special meeting of the Essex County Capital Resource Corporation, Essex County, New York, was convened in public session on September 18, 2017, at 1:00 p.m. (Prevailing Time) at 7566 Court Street, Elizabethtown, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Darren Darrah Gerald Morrow James Bowen
 Jamie Rogers Matthew Courtright

ABSENT: Joe Kusalonis John Boyea

ALSO PRESENT: Jody Olcott Carol Calabrese Jennifer Briggs

Upon motion duly made and seconded, the following resolution was unanimously adopted by the members of the Essex County Capital Resource Corporation:

A RESOLUTION OF THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION APPROVING, PURSUANT TO THE REQUIREMENTS OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE CORPORATION OF UP TO TEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000) TAX-EXEMPT BONDS (A) TO FINANCE THE COSTS OF A PROJECT CONSISTING OF (I) THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A NEW MEDICAL FITNESS CENTER TO BE CONSTRUCTED ON THE ADIRONDACK MEDICAL CENTER'S LAKE PLACID CAMPUS LOCATED AT 185 MILITARY ROAD IN THE TOWN OF LAKE PLACID, NEW YORK, INCLUDING AN APPROXIMATE 10,000 SQUARE FOOT REHABILITATION/MEDICAL FITNESS CENTER THAT WILL SERVICE REHABILITATION PATIENTS AND WHICH MEDICAL FITNESS CENTER ALSO INCLUDES OFFICES, EXAM ROOMS, A PART-TIME EMERGENCY DEPARTMENT, A SMALL MEDICAL IMAGING SUITE AND A SMALL CLINICAL LABORATORY THAT WITH THE REHABILITATION/MEDICAL FITNESS CENTER WILL TOTAL APPROXIMATELY 31,439 SQUARE FEET, (II) THE ACQUISITION AND INSTALLATION IN THE

FACILITY OF VARIOUS MACHINERY, EQUIPMENT, AND FURNISHINGS, AND (III) CERTAIN COSTS OF ISSUANCE, ALL OF WHICH IS TO BE LOCATED IN THE TOWN OF NORTH ELBA; AND (B) TO FINANCE OF ALL OR A PORTION OF THE COST OF THE FOREGOING BY ISSUANCE OF MULTI-MODAL REVENUE BONDS OF THE CORPORATION IN ONE OR MORE ISSUES OR SERIES IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000.

WHEREAS, the Essex County Capital Resource Corporation (the "Corporation") is authorized under Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 563 of the Laws of 1973 of the State, as amended (collectively, the "Act"), to issue its revenue bonds for the purpose of paying the cost of a "project" within the meaning of the Act which includes (A) the financing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet, (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings, and (iii) certain costs of issuance, all of which is to be located in the Town of North Elba (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project"); and (B) the financing of all or a portion of the cost of the foregoing by issuance of multi-modal revenue bonds of the Corporation in one or more issues or series in aggregate principal amount not to exceed \$10,500,000 (the "Bonds").

WHEREAS, in order for interest on the Bonds to be excluded from the gross income of the owners thereof for purposes of federal income taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), the Bonds must be issued as part of an issue of bonds which has been approved by the governmental unit having jurisdiction over the area in which any facility financed by the proceeds of the Bonds is located after a public hearing following reasonable public notice;

WHEREAS, the Corporation, on the date hereof, has held such a public hearing, pursuant to notice duly published, as provided for by the public approval requirements of Section 147(f) of the Code, on September 4, 2017. A copy of the proof of publication of such notice is on file with the Secretary;

WHEREAS, anyone who wanted to speak in favor of or against the financing of the Project and the issuance of the Bonds was given an opportunity to do so;

NOW, THEREFORE, BE IT RESOLVED BY THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION:

Section 1. The Corporation hereby finds, determines and declares the matters hereinabove set forth.

Section 2. The Corporation hereby approves the issuance of the Bonds for the purposes hereinabove set forth. This approval shall constitute the approval of the "applicable elected representative" in order to satisfy the public approval requirement of Section 147(f) of the Code.

Section 3. This resolution shall take effect immediately upon due adoption.

PASSED AND ADOPTED, THIS 18TH DAY OF SEPTEMBER, 2017.

ESSEX COUNTY CAPITAL RESOURCE
CORPORATION

By: 
Darren Darrah, Chairman

Attest:

By: 

Jamie Rogers, Secretary

(SEAL)

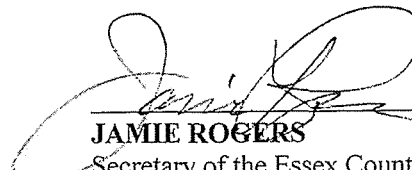
STATE OF NEW YORK)
)ss.:
COUNTY OF ESSEX)

I, JAMIE ROGERS, Secretary of the Essex County Capital Resource Corporation (the “Corporation”), DO HEREBY CERTIFY as follows:

1. A special meeting of the Corporation was duly held on September 18, 2017 and minutes of such meeting have been duly recorded in the book kept by me in accordance with law for the purpose of recording the minutes of meetings of the Corporation.
2. At such meeting more than a quorum of the members of the Corporation were present after all had been duly notified of the meeting and the purposes of the meeting in the manner and within the time prescribed by the By-Laws of the Corporation.
3. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.
4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.
5. The resolution referred to in such extract was introduced in typewritten form.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Essex County Capital Resource Corporation this 18th day of September, 2017.

(SEAL)



JAMIE ROGERS
Secretary of the Essex County
Capital Resource Corporation, New York

EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF ESSEX, NEW YORK

(Adirondack Health Project)

A meeting of the Board of Supervisors of the County of Essex, New York (the "County"), was held in Elizabethtown, New York on October 2, 2017, at 10:00 o'clock, A.M., at which meeting a quorum was at all times present and acting. There were:

PRESENT: Supervisors; Archie Depo, Ed Gardner, Shaun Gilliland, Joseph Giordano, Charlie Harrington, Mike Marnell, Steve McNally, Noel Merrihew, Wester Miga, James Monty, Ron Moore, Gerald Morrow, Roby Politi, Randy Preston, Tom Scozzafava, Michael Tyler, Joe-Pete Wilson and Charlie Whitson, Jr.

ABSENT: None

ALSO PRESENT: Department Heads; Judy Garrison, Don Jaquish, Charli Lewis, Dan Manning, Michael Mascarenas and Dan Palmer. Deputies present; Michael Blaise and Jim Dougan. Also present; John Bernardi, United Way; Keith Lobdell, Sun News.

* * * * *

Supervisor Merrihew submitted the following resolution and moved for its adoption. Supervisor Moore seconded the motion. The Board of Supervisors of the County was polled. The motion was adopted by a vote of 2815 affirmative votes (being at least a majority of the voting strength of the Board of Supervisors of the County) with 0 negative votes and 106 votes absent.



Essex County Board of Supervisors

Resolution No. 276

October 2, 2017
Regular Board Meeting

RESOLUTION APPROVING THE ISSUANCE BY THE ESSEX CAPITAL RESOURCE CORPORATION OF CERTAIN TAX-EXEMPT QUALIFIED 501(c)(3) REVENUE BONDS TO FINANCE A PROJECT FOR THE ADIRONDACK MEDICAL CENTER D/B/A ADIRONDACK HEALTH, IN THE TOWN OF NORTH ELBA, COUNTY OF ESSEX, NEW YORK

The following resolution was offered by Supervisor Merrihew, who moved its adoption.

Upon the recommendation of the Economic Development Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, pursuant to Section 1411 of the New York-Not-for-Profit Corporation Law (the "Act"), the Board of Supervisors of County of Essex, New York (the "Board of Supervisors") has heretofore appointed the Chairperson and members of the Essex County Capital resource Corporation, a local development corporation and a local authority (the "Corporation"), acting on behalf of the County of Essex, New York (the "County") and has duly caused to be filed in the office of the Secretary of the State of New York the certificate of incorporation of the Corporation; and

WHEREAS, to accomplish its stated purposes, the Corporation is authorized and empowered under the Act to issue its qualified 501(c)(3) revenue bonds to finance the costs of the acquisition, construction, equipping and installation of one or more projects or to cause said projects to be acquired, constructed, equipped and installed, and to issue bonds or other evidence of indebtedness to finance said projects; and

WHEREAS, Adirondack Medical Center d/b/a Adirondack Health, a New York not-for-profit 501(c)(3) corporation organized and existing under the laws of the State of New York (the "Company"), has presented an application to the Corporation, a copy which is on file at the office of the Corporation, requesting that the Corporation consider undertaking: (i) to issue its tax-exempt multi-modal 501(c)(3) revenue bonds in one or more issues or series in the principal amount not to exceed \$10,500,000 (the "Bonds") in order to finance the project described in the following paragraph (the "Project"); and (ii) to cause the Project to be acquired, constructed, equipped and installed; and

WHEREAS, the Project consists of the following: (A) the financing and refinancing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Old Military Road (County Rte. 35) in the Town of Lake Placid, New York, with a total square footage of 31,439 square feet, including a 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and include offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory (collectively, the "Facility"), (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project"); and

WHEREAS, the Board of Supervisors has been advised by the Corporation that the Corporation proposes to issue, subsequent to the adoption of this resolution, its tax-exempt qualified 501(c)(3) revenue bonds, from time to time, in principal amounts sufficient to fund all or a portion of the costs of (i) the acquisition, constructing, equipping and

installation of the Project, together with incidental costs in connection therewith and (ii) the payment of certain costs of issuance to finance the Project; and

WHEREAS, the Project will constitute a qualified not-for-profit medical and health care facility and the Bonds will constitute “qualified 501(c)(3) bonds” pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “Code).

Accordingly, the Corporation has prepared and published a notice of public hearing in compliance with Section 147(f) of the Code.

WHEREAS, the Corporation conducted said public hearing on September 18, 2017 and, upon the receipt of terms of financing from the underwriter or purchaser of the Bonds, will adopt a bond resolution authorizing the Bonds; and

WHEREAS, the Board of Supervisors has received notice from the Corporation that it is the preliminary determination of the Corporation that the Project will not have a “significant impact on the environment” within the meaning of Article 8 of the Environmental Conservation Law of the State of New York; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Essex, New York as follows:

Section 1. For the sole purpose of qualifying the interest payable on the Bonds for exclusion from gross income pursuant to the applicable provisions of the Code, the Board of Supervisors, as the elected legislative body of Essex County, New York, for purposes of Section 147(f) of the Code, hereby approves the issuance by the Corporation of the Bonds, provided that the Bonds, and the premium, if any, and interest thereon, shall be special obligations of the Corporation and shall never be a debt of the State of New York, the County of Essex nor any political subdivisions thereof or public entity (other than the

Agency), and neither the State of New York, the County of Essex nor any political subdivisions thereof nor any public entity (other than the Agency) shall be liable thereon.

Section 2. This resolution replaces a prior approving resolution relating to the financing of the Project authorized by the Board of Supervisors on September 6, 2016, which prior resolution is repealed and of no force and effect.

Section 3. This resolution shall take effect immediately.

This resolution was duly seconded by Supervisor Moore, and adopted upon a roll-call vote as follows:

AYES:	2815 votes
NOES:	0 votes
ABSENT:	106 votes (Tyler)

STATE OF NEW YORK, COUNTY OF ESSEX)ss:

I, JUDITH A. GARRISON, Clerk of the Essex County Board of Supervisors, do hereby certify that I have compared the foregoing copy with the original resolution filed in this office on the 2nd day of October, 2017, and that it is a correct and true copy thereof.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of October, 2017.



Judith A. Garrison
Judith A. Garrison
Clerk of the Essex County Board of Supervisors

I, **JUDITH A. GARRISON**, Clerk of the County Board of Supervisors of the County of Essex, New York (the "County"), **HEREBY CERTIFY** as follows:

1. A regular meeting of the Board of Supervisors of the County of Essex was duly held on October 2, 2017, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the Board of Supervisors of the County.


2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Board of Supervisors of the County who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Board of Supervisors of the County, this 2nd day of October 2017.

(SEAL)


JUDITH A. GARRISON
Clerk of the Board of Supervisors of the
County of Essex, New York

CLOSING ITEM: B-1, EXHIBIT H

Date: September 18, 2017

A special meeting of the Essex County Capital Resource Corporation was convened in public session on Monday, September 18, 2017 at 7566 Court Street, Elizabethtown, New York.

The meeting was called to order by Chairman Darrah and, upon the roll being duly called, the following members were:

MEMBER	PRESENT	ABSENT
Darren Darrah	X	
James Bowen	X	
Jamie Rogers	X	
Gerald Morrow	X	
Joseph Kusalonis		X
John Boyea		X
Matthew Courtright	X	

The following persons were ALSO PRESENT:

Jody Olcott Carol Calabrese Jennifer Briggs

The following resolution #2017-14 was offered by Gerald Morrow and seconded by James Bowen:

AUTHORIZING THE ISSUANCE AND SALE OF THE ISSUER'S MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX COUNTY PROJECT), SERIES 2017A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000 FOR ADIRONDACK MEDICAL CENTER AND THE EXECUTION OF RELATED DOCUMENTS.

Resolution No.:

WHEREAS, by application filed in June, 2016 (the "Application"), Adirondack Medical Center (the "Hospital"), a New York not-for-profit corporation, presented an application (the "Application") to the Issuer, which Application requested that the Issuer consider issuing the Series 2017A Bonds to finance a project for the benefit of the Hospital consisting of (A) the financing and refinancing of a project consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital's Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the "Facility") (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings (the "Equipment"), and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the "Project" and clauses (i) and (ii) hereinafter collectively referred to as the "Project Facility"); and (B) the funding of a debt service reserve fund, if any, to secure the Series 2017A Bonds; and

WHEREAS, the Project has been approved by the New York State Department of Health under its Certificate of Need process; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Secretary of the Issuer (A) caused notice of a public hearing of the Issuer (the "Public Hearing") to hear all persons interested in the Project to be published on September 4, 2017 in the Press Republican, a newspaper of general circulation available to residents of the Town of North Elba, New York, (B) conducted the Public Hearing on September 18, 2017, at 1:00 p.m., local time in the offices of the Issuer located at 7566 Court Street, Elizabethtown, New York and (C) prepared a report of the Public Hearing which fairly summarizes the views presented at said public hearing and distributed same to the directors of the Issuer and to the Essex Board of Supervisors (the "County Board of Supervisors"); and

WHEREAS, by resolution adopted on October 2, 2017 (the "Public Approval"), the County Board of Supervisors approved the issuance of the Bonds for purposes of Section 147(f) of the Code; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQRA Act"), and the regulations

adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations", the Issuer: (1) reviewed the Application, the Environmental Assessment Form prepared by the Hospital for the Review Board and the "Decision-Phase #1(Conditional Site Work Permit," dated June 15, 2016 issued by the Village of Lake Placid/ Town of North Elba Review Board (the "Review Board"), which decision determined that the Project Facility was an "unlisted action" and made a "negative declaration" with respect to the Project, together with the minutes of the meeting at which the Review Board rendered its decision; (2) based upon such review, determined that the Project Facility constitutes an "Unlisted Action" under SEQRA and that the Project Facility will not have a "significant adverse environmental impact on the environment" and therefore that an environmental impact statement need not be prepared with respect to the Project Facility; and (3) consistent with such findings, hereby makes a "negative declaration" with respect to the Project Facility (as such quoted terms are used in SEQRA); and

WHEREAS, the Issuer now proposes to issue the Bonds for the purpose of financing costs of undertaking the Project pursuant to a trust indenture (the "Indenture") between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Bonds are to be issued by the Issuer and purchased by Compass Mortgage Corporation, as original purchaser of the Bonds (the "Holder") under a bond purchase agreement (the "Bond Purchase Agreement") by and among the Issuer, the Hospital and the Holder; and

WHEREAS, simultaneously with the issuance of the Bonds, the Hospital and Issuer will execute and deliver a loan agreement (the "Loan Agreement") by and between the Issuer and the Hospital and certain other documents related to the Bonds as described in the Closing Memorandum for the Bonds; and

WHEREAS, pursuant to the terms of the Loan Agreement, (A) the Hospital will agree (1) to cause the Project to be undertaken and completed, and (2) to make certain payments under the Loan Agreement to or upon the order of the Issuer, and (B) the Issuer will agree to loan the proceeds of the sale of the Bonds to the Hospital; and

WHEREAS, pursuant to the Bond Purchase Agreement and the Indenture, the proceeds of the sale of the Bonds will be disbursed to the Hospital to pay costs of the Project, but only upon satisfaction of the requirements for making such disbursements set forth in the Bond Purchase Agreement, the Indenture and the Loan Agreement; and

WHEREAS, to demonstrate compliance with the provisions of the Code relating to the issuance of tax-exempt obligations, (A) the Issuer will (1) execute an arbitrage certificate dated the date of delivery of the Bonds (the "Arbitrage Certificate") relating to certain requirements set forth in Section 148 of the Code, (2) execute completed Internal Revenue Service Form 8038 (Information Return for Private Activity Bonds) relating to the Bonds (the "Information Return") pursuant to Section 149(e) of the Code, and (3) file the Information Return with the Internal Revenue Service (the "IRS"), (B) the Hospital will execute a tax regulatory agreement dated the date of delivery of the Bonds (the "Tax Regulatory Agreement") relating to the requirements in Sections 145, 146, 147, 148 and 149 of the Code and (C) the Holder will execute a letter (the

“Issue Price Letter”) confirming the issue price of the Bonds for purposes of Section 148 of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION AS FOLLOWS:

Section 1. The Issuer hereby finds and determines that:

(a) By virtue of Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “Act”) and the Issuer’s Certificate of Incorporation, the Issuer has been vested with all the powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;

(b) The financing by the Issuer of the Project through the issuance of the Bonds pursuant to the Act and the Issuer’s Certificate of Incorporation will promote community and economic development and the creation of jobs in the non-profit sector for citizens of Essex County, New York and otherwise effectuate the purposes of the Act;

(c) It is desirable and in the public interest for the Issuer to issue the Bonds in an aggregate principal amount not to exceed \$10,500,000 in one or more series as such principal amount of each series of the Bonds shall be approved by an authorized officer of the Issuer identified in Section 6 hereof, as the Bonds may be amended, modified or consolidated from time to time upon the terms and conditions set forth in the Bond Purchase Agreement and the Indenture, all for the purpose of financing the cost of the Project together with necessary incidental expenses;

(d) Interest on the Bonds shall be excludable from gross income of the recipients thereof in accordance with Section 145 of the Code;

(e) In compliance with SEQRA, the issuance of the Bonds to finance the construction, renovation and equipping of the Project Facility will not have a significant effect or significant impact on the environment;

(f) The Project Facility is not known by the Issuer to be in material violation of the local zoning laws and planning regulations of the Town of North Elba, New York and all regional and local land use plans for the area in which the Project Facility is located, including the regulations of the Adirondack Park Agency; and

(g) The Project Facility, and the operations of the Hospital are not known by the Issuer to cause or result in the violation of the health, labor, environmental or other laws of the United States of America, the State of New York or the Town of North Elba, New York.

Section 2. In consequence of the foregoing, the Issuer hereby determines to:

(a) Issue, sell and deliver the Bonds pursuant to the Bond Purchase Agreement and the Indenture;

(b) Use the proceeds of the Bonds to (i) pay costs of the Project, and (ii) pay necessary expenses incidental to the foregoing, including but not limited to costs of issuing the Bonds, pursuant to the Indenture;

(c) Loan the proceeds of the sale of the Bonds to the Hospital pursuant to the Loan Agreement;

(d) Secure the Bonds by (i) assigning to the Trustee pursuant to a pledge and assignment between the Issuer and the Trustee (the "Pledge and Assignment"), certain of the Issuer's rights under the Loan Agreement, including the right to collect and receive certain amounts payable thereunder, and a certain master note issued by the Hospital to secure its obligations under the Loan Agreement, and (ii) if requested by the Hospital acceptance of a mortgage from the Hospital on certain real property of the Hospital which may be assigned by the Issuer to the Holder or the Trustee;

(e) Provide for the disbursement of the proceeds of the Bonds pursuant to the Indenture and the Bond Purchase Agreement;

(f) Execute the Arbitrage Certificate, the Tax Regulatory Agreement and the Information Return with respect to the Bonds;

(g) File the Information Return with the IRS; and

(h) Execute and deliver all other agreements, certificates, and documents identified in (or contemplated by the certificates and documents identified in) the Closing Memorandum for the Bonds to be executed and delivered by the Issuer and all such other agreements, certificates and documents as may be requested by the Hospital or the Holder in connection with the issuance of the Bonds.

Section 3. The Issuer is hereby authorized to loan the proceeds of the sale of the Bonds to the Hospital to pay all costs of the Project, and to do all things necessary and appropriate for the accomplishment thereof, and all acts heretofore taken by the Issuer with respect thereto are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Bonds, the Pledge and Assignment, the Arbitrage Certificate, the Tax Regulatory Agreement, the Information Return, and all other agreements, certificates, and documents identified in (or contemplated by the certificates and documents identified in) the Closing Memorandum for the Bonds and all such agreements, certificates and documents as may be requested by the Hospital or the Holder in connection with the issuance of the Bonds (collectively, the "Financing Documents") are hereby approved, subject to the approval of the officers of the Issuer identified in Section 6 hereof.

Section 5. Subject to receipt of notice from the County Supervisors that it has approved the issuance of the Bonds pursuant to, and solely for purposes of Section 147(f) of the Code, the Issuer is hereby authorized to issue, execute, sell and deliver to the Holder for purchase the Bonds in an aggregate principal amount not to exceed \$10,500,000 in the forms approved by an authorized officer of the Issuer identified in Section 6 hereof, against receipt of the purchase

price, all pursuant to the Act and in accordance with the provisions of the Bond Purchase Agreement, provided that:

(a) The Bonds authorized to be issued, executed, sold, and delivered pursuant to this Section 5 shall bear interest at the rate or rates, shall mature on such dates, shall be issued in such amount not to exceed \$10,500,000, shall be issued in one or more series, shall be subject to redemption prior to maturity, and shall have such other terms and provisions and be issued in such manner and on such other conditions as are set forth in the Indenture approved by an authorized officer of the Issuer identified in Section 6 hereof;

(b) The Bonds shall be issued solely for the purpose of providing funds to finance (1) the cost of the Project as described in the Financing Documents, and (2) the administrative, legal, financial, and other expenses of the Issuer in connection with the Project and incidental to the issuance of the Bonds;

(c) Neither the members, directors, officers, agents (other than the Hospital), employees, or representatives of the Issuer, nor any person executing the Bonds or any of the Financing Documents on behalf of the Issuer, shall be liable thereon or subject to any personal liability or accountability by reason of the execution, issuance, or delivery thereof. The Bonds and the interest thereon are not and shall never be a debt of the State of New York, or Essex County, New York or any political subdivision thereof and neither the State of New York, or Essex County, New York nor any political subdivision thereof (other than the Issuer) shall be liable thereon;

(d) The Bonds, together with interest payable thereon, shall be special obligations of the Issuer payable solely from the revenues and receipts derived from the Loan Agreement or from the enforcement of the security provided by the Financing Documents and the other security pledged to the payment thereof; and

(e) Notwithstanding any other provision of this bond resolution, the Issuer covenants that it will make no use of the proceeds of the Bonds or any other funds of the Issuer (other than the Issuer's administrative and legal fee), which, if said use had been reasonably expected on the date of issuance of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 6.

(a) The Chief Executive Officer, the Chairman, Vice Chairman and Secretary of the Issuer are each hereby authorized, on behalf of the Issuer, to negotiate, approve, execute (by manual or facsimile signature), and deliver the Financing Documents and the Secretary and Assistant Secretary of the Issuer are each hereby authorized to affix the seal (or a facsimile thereof) of the Issuer to them and to attest to all of them, all in substantially the form and substance presented to this meeting with such changes, variations, omissions and insertions as the Chief Executive Officer, the Chairman, Vice Chairman or Secretary shall approve. The execution of the Financing Documents by the

Chief Executive Officer, Chairman, Vice Chairman or Secretary shall constitute conclusive evidence of that approval.

(b) The Chief Executive Officer, the Chairman, Vice Chairman and Secretary are each further hereby authorized, on behalf of the Issuer, to designate any additional Authorized Representative of the Issuer as defined in and pursuant to the Indenture.

Section 7. The officers, directors, members, employees, and agents of the Issuer are hereby authorized and directed for and in the name and on behalf of the Issuer to do all acts and things required or provided for by any of the provisions of the Financing Documents, and to pay all fees, charges, and expenses and to do all other acts as may be necessary, or in the opinion of the officer, director, member, employee, or agent, desirable or proper to effectuate the purposes of the foregoing resolution and to cause compliance by the Issuer with all of the terms, covenants, and provisions of the Financing Documents binding upon the Issuer. None of the officers, members, directors, employees, representatives, or agents of the Issuer, however, shall have any personal liability under the Bonds or the Financing Documents.

Section 8. This resolution replaces a prior authorizing resolution relating to the financing of the Project authorized by the Issuer on August 25, 2016, which prior resolution is repealed and of no force and effect.

Section 9. A copy of this resolution, together with its attachments, shall be placed on file in the office of the Issuer where the same shall be available for public inspection during business hours.

Section 10. This resolution shall take effect immediately and the Bonds are hereby ordered to be issued in accordance with this resolution upon approval of the issuance of the Bonds by the County Supervisors in accordance with Section 147(f) of the Code.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Member	AYE	NAY	ABSENT	ABSTAINED
Darren Darrah	X			
James Bowen	X			
Jamie Rogers	X			
Gerald Morrow	X			
Joseph Kusalonis			X	
John Boyea			X	
Matthew Courtright	X			

The resolution #2017-14 was thereupon declared duly adopted.

[Remainder of page left blank intentionally]


STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

I, the undersigned, Secretary of the Essex County Capital Resource Corporation (the “Issuer”), DO HEREBY CERTIFY that I have compared the annexed extract of the minutes of the meeting of the Issuer including the resolution contained therein, held on September 18, 2017 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Issuer and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Issuer had due notice of the meeting, (ii) said meeting was in all respects duly held, (iii) pursuant to Section 104 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with the Open Meetings Law, and (iv) there was a quorum of the members of the Issuer present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September 2017.



Jamie Rogers, Secretary

(SEAL)

CERTIFICATE REGARDING NO CONFLICTS OF INTEREST

The undersigned Chairman of the Essex County Capital Resource Corporation (the “Issuer”), DOES HEREBY CERTIFY, as follows:

1. The Issuer is a local development corporation organized and existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “Act”).

2. In accordance with the Act and its certificate of incorporation, the Issuer has determined to issue its \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the “Bonds”) pursuant to its bond resolution duly adopted on September 18, 2017 (the “Bond Resolution”) and in accordance with the provisions of a certain trust indenture dated as of October 1, 2017 (the “Indenture”) by and between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”) for the purpose of financing a project for the benefit of the Adirondack Medical Center (the “Hospital”) consisting of (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital’s Lake Placid Campus located at 185 Military Road in the Village of Lake Placid, New York, including an approximate 10,000 square foot rehabilitation/medical fitness center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the rehabilitation/medical fitness center will total approximately 31,439 square feet (collectively, the “Facility”), (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings, and (iii) certain costs of issuance incidental to the issuance of the Series 2017A Bonds (clauses (i), (ii), and (iii) are hereinafter collectively referred to as the “Project”).

3. Pursuant to the Bond Resolution, the Issuer further agreed to (A) loan the proceeds of the Bonds to the Hospital in order to finance a portion of the costs of the Project; (B) loan the proceeds of the sale of the Bonds to the Hospital pursuant to a certain loan agreement dated as of October 1, 2017 between the Issuer and the Hospital (the “Loan Agreement”); (C) secure the Bonds by assigning to the Trustee certain of its rights and remedies under the Loan Agreement and certain of the moneys due and to become due to the Issuer thereunder pursuant to a pledge and assignment dated as of October 1, 2017 (the “Pledge and Assignment”) from the Issuer to the Trustee; and (D) enter into a bond purchase agreement dated October 5, 2017 (the “Bond Purchase Agreement”) by and among the Issuer, the Hospital and Compass Mortgage Corporation (the “Holder”), pursuant to which the Issuer will sell all of the Bonds to the Holder.


4. I have made careful inquiry of each director, officer and employee of the Issuer having the power or duty to (a) negotiate, prepare, authorize or approve the Indenture, the Bond Purchase Agreement, the Bonds, the Loan Agreement, and the Pledge and Assignment (said documents being collectively referred to as the “Financing Documents”) or authorize or approve the payment under any Financing Agreement, (b) audit bills or claims under the Financing

Documents, or (c) appoint an officer or employee who has any of the powers or duties as set forth above, as to whether or not such director, officer or employee has an “interest” (as defined pursuant to Article 18 of the General Municipal Law of the State of New York) in any of the Financing Documents. Upon information and belief, as a result of such inquiry, no such director, officer or employee has any such interest in any of the Financing Documents.

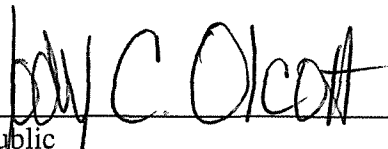
[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of October, 2017.

ESSEX COUNTY CAPITAL RESOURCE CORPORATION

By: 
Darren Darrah
Chairman

Sworn to before me this
21 day of September, 2017.


Notary Public

JODY C OLCOTT
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ESSEX COUNTY
NO - 010L6049649
MY COMM. EXPIRES OCTOBER 23, 2018

[Signature Page to Certificate Regarding No Conflicts of Interest]

**Information Return for Tax-Exempt
 Private Activity Bond Issues**
 (Under Internal Revenue Code section 149(e))
 ▶ See separate instructions.

Part I Reporting Authority		Check if Amended Return <input type="checkbox"/>
1 Issuer's name Essex County Capital Resource Corporation		2 Issuer's employer identification number 27-4698218
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 7566 Court Street	Room/suite	5 Report number (For IRS Use Only) 1 <input type="checkbox"/> <input type="checkbox"/>
6 City, town, or post office, state, and ZIP code Elizabethtown, NY 12932		7 Date of issue (MM/DD/YYYY) 10/05/2017
8 Name of issue Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A		9 CUSIP number None.
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jody Olcott, Co-Director		10b Telephone number of officer or other employee shown on 10a 518-873-9114

Part II Type of Issue (Enter the issue price.)	Issue Price
11 Exempt facility bond:	
a Airport (sections 142(a)(1) and 142(c))	11a
b Docks and wharves (sections 142(a)(2) and 142(c))	11b
c Water furnishing facilities (sections 142(a)(4) and 142(e))	11c
d Sewage facilities (section 142(a)(5))	11d
e Solid waste disposal facilities (section 142(a)(6))	11e
f Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions)	11f
Meeting 20–50 test (section 142(d)(1)(A)) <input type="checkbox"/>	
Meeting 40–60 test (section 142(d)(1)(B)) <input type="checkbox"/>	
Meeting 25–60 test (NYC only) (section 142(d)(6)) <input type="checkbox"/>	
Has an election been made for deep rent skewing (section 142(d)(4)(B))? . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
g Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))	11g
h Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)	11h
Facility type _____	
1986 Act section _____	
i Qualified enterprise zone facility bonds (section 1394) (see instructions)	11i
j Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)	11j
k District of Columbia Enterprise Zone facility bonds (section 1400A)	11k
l Qualified public educational facility bonds (sections 142(a)(13) and 142(k))	11l
m Qualified green building and sustainable design projects (sections 142(a)(14) and 142(l))	11m
n Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))	11n
o Other (see instructions) _____	
p Qualified New York Liberty Zone bonds (section 1400L(d)) _____	11p
q Other (see instructions) _____	11q
12a Qualified mortgage bond (section 143(a))	12a
b Other (see instructions) _____	12b
13 Qualified veterans' mortgage bond (section 143(b)) (see instructions) ▶	13
Check the box if you elect to rebate arbitrage profits to the United States <input type="checkbox"/>	
14 Qualified small issue bond (section 144(a)) (see instructions) ▶	14
Check the box for \$10 million small issue exemption <input type="checkbox"/>	
15 Qualified student loan bond (section 144(b))	15
16 Qualified redevelopment bond (section 144(c))	16
17 Qualified hospital bond (section 145(c)) (attach schedule—see instructions)	17
18 Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)	18 \$9,500,000
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ <input checked="" type="checkbox"/>	
19 Nongovernmental output property bond (treated as private activity bond) (section 141(d))	19
20a Other (see instructions) _____	
b New York Liberty Zone advance refunding bond (section 1400L(e)) (see instructions) _____	20b
c Other. Describe (see instructions) ▶ _____	20c

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2044	\$ 9,500,000	\$ 9,500,000	16.0272 years	VR %

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

		Amount
22	Proceeds used for accrued interest	22
23	Issue price of entire issue (enter amount from line 21, column (b))	23 \$9,500,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 \$190,000
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to currently refund prior issue (complete Part VI)	27
28	Proceeds used to advance refund prior issue (complete Part VI)	28
29	Add lines 24 through 28	29 \$190,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 \$9,310,000

Part V Description of Property Financed by Nonrefunding Proceeds

Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

	Amount
31 Type of Property Financed by Nonrefunding Proceeds:	
a Land	31a
b Buildings and structures	31b 8,789,006
c Equipment with recovery period of more than 5 years	31c 449,744
d Equipment with recovery period of 5 years or less	31d
e Other. Describe (see instructions) Issuer Fee	31e 71,250

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.

	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a	622110	\$ 9,310,000	c		\$
b		\$	d		\$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded	years
35	Enter the last date on which the refunded bonds will be called	/ /
36	Enter the date(s) the refunded bonds were issued	

Part VII Miscellaneous

- 37** Name of governmental unit(s) approving issue (see the instructions) **Issuer approved the Issue on September 18, 2017, after public hearing held on September 4, 2017, after reasonable public notice thereof**
- 38** Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III)
- 39** Check the box if you have elected to pay a penalty in lieu of arbitrage rebate
- 40a** Check the box if you have identified a hedge and enter the following information
- b** Name of hedge provider _____
- c** Type of hedge
- d** Term of hedge
- 41** Check the box if the hedge is superintegrated
- 42a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC)
- b** Enter the final maturity date of the GIC / /
- c** Enter the name of the GIC provider
- 43** Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions)
- 44** Check the box if the issuer has established written procedures to monitor the requirements of section 148
- 45a** Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures
- b** Enter the date the official intent was adopted 05 / 04 / 2016
- 46** Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user
- Name EIN

Part VIII Volume Caps		Amount
47	Amount of state volume cap allocated to the issuer. Attach copy of state certification	47
48	Amount of issue subject to the unified state volume cap	48
49	Amount of issue not subject to the unified state volume cap or other volume limitations:	49
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	49a
b	Under a carryforward election. Attach a copy of Form 8328 to this return	49b
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	49c
d	Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d
50a	Amount of issue of qualified veterans' mortgage bonds	50a
b	Enter the state limit on qualified veterans' mortgage bonds	50b
51a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	51a
b	Name of empowerment zone ▶	
52	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification	52

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

▶ *Darren D. Darrah* 10/5/17 ▶ Darren Darrah, Chairman
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name John W. Hutchinson	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	Preparer's PTIN
Firm's name ▶ Squire Patton Boggs (US) LLP	Firm's EIN ▶ 34-0648199			
Firm's address ▶ 30 Rockefeller Plz., 23rd Floor, New York, NY 10112-2399	Phone no. 212-872-9821			

ATTACHMENT A TO
FORM 8038, INFORMATION RETURN FOR TAX-EXEMPT
PRIVATE ACTIVITY BOND ISSUES

\$9,500,000
Multi-Mode Revenue Bonds
(Adirondack Medical Center Essex County Project)
Series 2017A

Essex County Capital Resource Corporation
EIN: 27-4698218

LINE 18: ORGANIZATIONS BENEFITING FROM 501(c)(3) QUALIFIED NONHOSPITAL
BONDS

Name	EIN	AMOUNT OF ISSUE
Adirondack Medical Center	14-1731786	\$9,500,000

GENERAL CERTIFICATE OF ADIRONDACK MEDICAL CENTER

I, the undersigned, Sylvia Getman, in my capacity as President/Chief Executive Officer of Adirondack Medical Center (the "Hospital"), a not-for-profit corporation organized and existing by virtue of the laws of the State of New York, HEREBY CERTIFY, REPRESENT AND AGREE, as follows (all capitalized terms used herein but not defined herein shall have the respective meanings set forth in the Indenture referred to herein):

(1) Except as previously disclosed to Compass Mortgage Corporation, as initial purchaser (the "Holder"), by the Hospital in writing, or as disclosed in the General Certificate of the Hospital as Obligated Group Agent, there is no pending or threatened action, suit, proceeding, inquiry or investigation, at law or in equity, by or before any court, public board or body, known by the Hospital, nor to the best of the knowledge of the Hospital is there any basis therefor, looking toward the dissolution or liquidation of the Hospital, or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect the transactions contemplated by the Trust Indenture dated as of October 1, 2017 (the "Indenture") by and between the Essex County Capital Resource Corporation (the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee") or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, the Loan Agreement dated as of October 1, 2017 between the Issuer and Hospital (the "Loan Agreement"), the Master Indenture and Security Agreement dated as of November 1, 2012 between the Hospital and Deutsche Bank Trust Company Americas, as predecessor to U.S. Bank National Association, as master trustee (the "Master Trustee"), as supplemented by Supplemental Master Indenture Number Four between the Hospital and the Master Trustee (as so supplemented, the "Master Indenture"), the Bond Purchase Agreement dated October 5, 2017 by and among the Issuer, the Hospital and the Holder, the Continuing Covenants Agreement dated October 5, 2017 by and between the Hospital and the Holder (the "Continuing Covenants Agreement") and the Tax Certificate and Agreement dated the date of delivery of the Bonds, by and among the Issuer, the Hospital and the Trustee (the "Tax Regulatory Agreement") (the Loan Agreement, the Bond Purchase Agreement, the Continuing Covenants Agreement, the Master Indenture, the Tax Regulatory Agreement and this General Certificate are herein referred to as the "Hospital Documents"); or except as previously disclosed to the Holder by the Hospital in writing, which might result in any materially adverse condition (financial or otherwise), in the business or the property or assets of the Hospital.

(2) The Hospital is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform the Hospital Documents.

(3) The execution, delivery and performance of the Hospital Documents have been duly authorized by all requisite corporate action on the part of the Hospital, and the execution and delivery hereof and thereof and compliance with the provisions hereof and thereof has not and will not violate any provision of law, any injunction, order, judgment or decree of any court or agency of government or the certificate of incorporation or by-laws or any credit agreement, purchase agreement, guaranty, indenture, agreement or other instrument to which the Hospital is a party or by which it or any of its property is subject to or bound, or be in conflict with, or constitute (with due notice and/or lapse of time) a breach of or default or require consent under any such credit agreement, purchase agreement, guaranty, indenture, agreement or other such instrument that could materially adversely effect the business, earnings or prospects of the Hospital or its subsidiaries (a "Material Adverse Effect").

(4) The Hospital Documents and any and all other agreements and documents required to be executed and delivered by the Hospital in order to carry out, give effect to and consummate the transactions contemplated by the Hospital Documents have been duly authorized, executed and delivered by the Hospital and have not been amended, modified or rescinded, remain in full force and effect and are the legal, valid and binding obligations of the Hospital enforceable against the Hospital in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights and by the discretionary nature of equitable remedies.

(5) The representations and warranties of the Hospital contained in the Hospital Documents are true, complete and correct and are in full force and effect as of the date hereof, with the same effect as if those representations and warranties were made on and as of the date hereof.

(6) The Hospital will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner materially contrary to that provided in the Indenture, the Tax Regulatory Agreement and the Loan Agreement, as in force from time to time.

(7) Whether or not the sale of the Bonds shall be consummated, all out-of-pocket costs, expenses and fees of the Issuer incident to the authorization, preparation, issuance, delivery and sale of the Bonds to the Holder, the preparation, execution and delivery of the Indenture, the Hospital Documents and all other agreements and documents contemplated hereby and thereby, shall be paid out of the proceeds of the sale of the Bonds, or in the event the proceeds of the Bonds are insufficient therefor or the Hospital determines that it shall pay such, or the Bonds are not sold by the Issuer to the Holder, such fees and disbursements shall be paid by the Hospital.

(8) The Hospital is not (i) a party to or bound by any credit agreement, purchase agreement, guaranty, contract, agreement or other instrument, or (ii) subject to any charter or other corporate restriction or (iii) except as previously disclosed to the Holder by the Hospital in writing, subject to any judgment, order, writ, injunction, decree, rule or regulation

which, in the Hospital's opinion, materially adversely affects the business, operations, affairs, properties, assets or condition, financial or otherwise, of the Hospital.

(9) None of the Hospital Documents nor any other document, certificate or statement in writing furnished to the Issuer or the Holder by or on behalf of the Hospital contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(10) The Hospital has been induced to proceed with the Project in Essex County, New York by, among other things, the ability of the Issuer to finance and refinance the costs of the Project.

(11) Except as previously disclosed to the Initial Holder in writing, to the best of my knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in the Indenture and the Loan Agreement will not conflict with any zoning, environmental, water or air pollution law, ordinance or regulation or any similar law, ordinance or regulation applicable thereto that would have a Material Adverse Effect.

(12) Each of the representations and warranties of the Hospital contained in the Bond Purchase Agreement and the Continuing Covenants Agreement is true, accurate and complete in all material respects and all acts of the Hospital required to be performed pursuant to the Bond Purchase Agreement and the Continuing Covenants Agreement on or prior to the closing date have been performed.

(13) No default or Event of Default as defined in the Indenture, has occurred and is continuing, and no event has occurred and is continuing which, with lapse of time or the giving of notice, or both, would constitute such a default or Event of Default.

(14) Attached hereto as Exhibit A is a true, correct and complete copy of the certificate of incorporation of the Hospital, which certificate of incorporation is in full force and effect on and as of the date hereof.

(15) Attached hereto as Exhibit B is a true, correct and complete copy of the By-Laws of the Hospital, which By-Laws are in full force and effect on and as of the date hereof.

(16) Attached hereto as Exhibit C is a Certificate of Good Standing relating to the Hospital from the New York State Department of State.

(17) Attached hereto as Exhibit D are true, correct and complete copies of the resolutions approved by the Board of Directors of the Hospital on June 25, 2015, May 4, 2016, September 29, 2016 and June 15, 2017 (collectively, the "Resolution") and such Resolution is in full force and effect on and as of the date hereof, not having been amended, altered or repealed.

(18) Attached hereto as Exhibit E is a true, correct and complete copy of a 501(c)(3) determination letter dated January 21, 1992 received by the Hospital from the Internal Revenue Service and said letter is a true and correct copy of the original thereof on file in the offices of the Hospital, and the Hospital has received no letter or notice revoking, amending or modifying the statements made in said letter in any respect other than the September 28, 2016 letter from the Internal Revenue Service confirming the Hospital's tax-exempt status (also attached as part of Exhibit E).

(19) I am, on and as of the date hereof, a duly elected, qualified and acting officer of the Hospital holding the office set forth below my signature to this General Certificate.

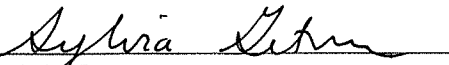
(20) The Hospital has authorized its appointment as Obligated Group Agent under and as defined in the Master Indenture.

(21) Attached hereto as Exhibit F are true, correct and complete copies of the New York State Department of Health approved letters relating to the Project and Project Facility (as such terms are defined in the Hospital Documents), and no other consents or approvals are required with respect to the Project and Project Facility not otherwise obtained other than (a) certain other approvals for construction and completion of the Project Facility are required from the Village of Lake Placid/Town of North Elba Review Board ("Review Board") for various phases of the Project Facility construction, (b) building permits are required for such phases, (c) final certificates of occupancy and/or certificates of compliance are required by local authorities having jurisdiction over the Project Facility and (d) final approval for operating certificate(s) are needed from the New York State Department of Health upon completion of the Project Facility.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of October
2017.

ADIRONDACK MEDICAL CENTER

By: 
Sylvia Getman
President/Chief Executive Officer

[Signature page to General Certificate of Adirondack Medical Center]

EXHIBITS TO
HOSPITAL GENERAL CERTIFICATE

- EXHIBIT A - Certificate of Incorporation
- EXHIBIT B - By-Laws
- EXHIBIT C - Certificate of Good Standing
- EXHIBIT D - Board Resolution
- EXHIBIT E - 501(c)(3) Determination Letter
- EXHIBIT F - Department of Health Approvals

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 13, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

CERTIFICATE OF CONSOLIDATION
OF
GENERAL HOSPITAL OF SARANAC LAKE
AND
PLACID MEMORIAL HOSPITAL, INC.
INTO
ADIRONDACK MEDICAL CENTER

F901228000395

UNDER SECTION 904 OF THE NOT-FOR-PROFIT CORPORATION LAW

The undersigned, Arthur F. Niederbuhl and Louise Bellaire, being respectively the President and Secretary of General Hospital of Saranac Lake, and John J. McKenna and Lynn W. Wilson, being respectively the Chairman and Secretary of Placid Memorial Hospital, Inc., certify:

1. The names of the constituent corporations are GENERAL HOSPITAL OF SARANAC LAKE, whose Certificate of Incorporation was filed by the Department of State on May 25, 1912 and PLACID MEMORIAL HOSPITAL, INC., whose Certificate of Incorporation was filed by the Department of State on July 28, 1947, under the name Placid Memorial Hospital Fund, Inc.

2. The name of the consolidated corporation is ADIRONDACK MEDICAL CENTER.

3. (a) General Hospital of Saranac Lake is a not-for-profit corporation which was formed under the New York

Membership Corporations Law. It has 13 members, each of whom is entitled to one vote.

(b) Placid Memorial Hospital, Inc. is a not-for-profit corporation which was formed under the New York Membership Corporations Law. It has 13 members, each of whom is entitled to one vote.

4. The Certificate of Incorporation of ADIRONDACK MEDICAL CENTER shall read as follows:

1) The name of the consolidated corporation is ADIRONDACK MEDICAL CENTER.

2) The corporation is a corporation as defined in Section 102(a)(5) of the Not-For-Profit Corporation Law.

3) The corporation is formed exclusively for charitable purposes within the intent and meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and in furtherance of such purposes:

(a) To establish, operate, equip, staff and maintain a hospital and outpatient department as defined in Article 28 of the New York Public Health Law at Saranac Lake and Lake Placid and to provide such other health related services as have been approved by the New York State Public Health Council and/or the Commissioner of Health;

(b) To encourage, support, make accessible and deliver those health care programs and services most needed in the communities served by the corporation which, in the opinion of the Board of Directors, may be justified

22

in light of the facilities, personnel, funds and other resources that are or can be available;

(c) To strive to provide the communities served by the corporation with optimum patient care at the lowest possible cost, through sound management principles and fiscal control;

(d) To provide the type of facilities that will enable professional and support staff to carry out the care and treatment of patients in accordance with the highest standards achievable, given the available resources;

(e) To strive for effective, coordinated working relationships between all organizations and activities devoted to the maintenance and improvement of health;

(f) To solicit, collect, or otherwise raise or obtain funds, contributions or grants for the corporation's purposes; and

(g) To do any other act or thing incidental to or in advancement of the corporation's purposes and to exercise any and all powers which are now or hereafter may be lawful for a not-for-profit corporation to exercise under the laws of the State of New York for the purpose of accomplishing any and all corporate purposes.

4) The corporation shall be a Type B corporation under Section 201 of the Not-For-Profit Corporation Law.

3

5) The corporation is not formed for pecuniary profit or financial gain, and no part of the income of the corporation shall inure to the benefit of any director or officer of the corporation, or any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

6) No substantial part of the activities of the corporation shall consist of propagandizing or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

7) Upon dissolution of the corporation, assets of the corporation, after discharge of all corporate liabilities and obligations, including but not limited to its obligations under the Option to Purchase between Placid Memorial Hospital, Inc. and the Town of North Elba, shall be distributed to or for the exclusive use of an organization designated by the Board of Directors which qualifies for exemption from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law, or if no designation is made by the Board of Directors, to a qualified organization designated by a Justice of the Supreme Court of the State of New York, located in the county where the principal office of the corporation is then located.

104-

8) The office of the corporation shall be located in Franklin County, in the State of New York.

9) The names and addresses of the initial directors of the corporation are:

Deborah H. Allan
Sweetwood Farms
Averyville Road
Lake Placid, New York 12946

Charles Wayne Newmann
Church Street Extension
Saranac Lake, New York 12983

Louise Bellaire
95 Forest Hill Avenue
Saranac Lake, New York 12983

Arthur F. Niederbuhl
One East Main Street
Bloomingdale, New York 12913

Richard F. Kasulka, M.D.
Old Farm Road
Raybrook, New York 12977

Alfred O. Quinn
D'Aloquin-Quaker Mountain
Wilmington, New York 12997

Ellen Maroun
Racquet River Drive
Tupper Lake, New York 12986

Lynn W. Wilson
20 Winter Street
Lake Placid, New York 12946

John J. McKenna
Mirror Lake Drive
Lake Placid, New York 12946

Donald Moreau
Lower Saranac
Saranac Lake, New York 12983

10) The Secretary of State of the State of New York is hereby designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process served against the corporation is Lake Colby Drive, Saranac Lake, New York 12983.

11) This Certificate may be amended by the affirmative vote of two-thirds of the entire Board of Directors. For the purpose of this Paragraph, "entire board" shall mean the total number of directors entitled to vote which the corporation would have if there were no vacancies.

5-

5. The effective date of the consolidation shall be the first day of the month following the filing of the Certificate of Consolidation by the Department of State.

6. Pursuant to Sections 902, 903 and 613 of the Not-For-Profit Corporation Law, the Plan of Consolidation of General Hospital of Saranac Lake and Placid Memorial Hospital, Inc. into Adirondack Medical Center was authorized in the following manner:

(a) The Plan of Consolidation was adopted by the Board of Directors of General Hospital of Saranac Lake and approved by a unanimous vote of all members entitled to vote at a duly called meeting, on December 12, 1989, of the members of General Hospital of Saranac Lake, a quorum being present.

(b) The Plan of Consolidation was adopted by the Board of Directors of Placid Memorial Hospital, Inc. and approved by a unanimous vote of all members entitled to vote at a duly called meeting, on December 12, 1989, of the members of Placid Memorial Hospital, Inc., a quorum being present.

The undersigned have executed, signed and verified this Certificate on December 12, 1989.

GENERAL HOSPITAL OF SARANAC LAKE

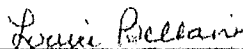
PLACID MEMORIAL HOSPITAL, INC.



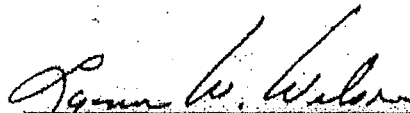
Arthur F. Niederbuhl
President



John J. McKenna
Chairman



Louise Bellaire
Secretary



Lynn W. Wilson
Secretary

6

STATE OF NEW YORK)
) SS.:
COUNTY OF ESSEX)

ARTHUR F. NIEDERBUHL, being sworn, states that he is President of General Hospital of Saranac Lake; he has executed the foregoing Certificate of Consolidation; and he has read the same and knows the contents and statements contained therein to be true.


Arthur F. Niederbuhl

Sworn to before me, this
12th day of December, 1989.



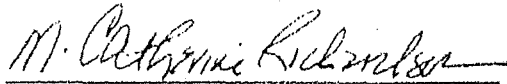
M. CATHERINE RICHARDSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA CO. NO. 4663925
MY COMMISSION EXPIRES DECEMBER 31, 1991

STATE OF NEW YORK)
) SS.:
COUNTY OF ESSEX)

JOHN J. MCKENNA, being sworn, states that he is Chairman of Placid Memorial Hospital, Inc.; he has executed the foregoing Certificate of Consolidation; and he has read the same and knows the contents and statements contained therein to be true.


John J. McKenna

Sworn to before me this
12th day of December, 1989.


Notary Public

M. CATHERINE RICHARDSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA CO. NO. 4663925
MY COMMISSION EXPIRES DECEMBER 31, 1991

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

LOUISE BELLAIRE, being sworn, states that she is Secretary of General Hospital of Saranac Lake; she has executed the foregoing Certificate of Consolidation; and she has read the same and knows the contents and statements contained therein to be true.

Louise Bellaire
Louise Bellaire

Sworn to before me, this
12th day of December, 1989.

M. Catherine Richardson

M. CATHERINE RICHARDSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONOH. CO. NO. 4663925
BY COMMISSION EXPIRES DECEMBER 31, 1989

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

LYNN W. WILSON, being sworn, states that he is Secretary of Placid Memorial Hospital, Inc.; he has executed the foregoing Certificate of Consolidation; and he has read the same and knows the contents and statements contained therein to be true.

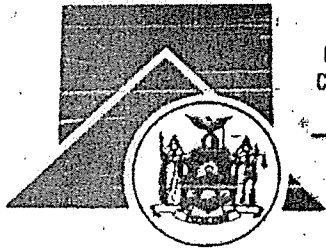
Lynn W. Wilson
Lynn W. Wilson

Sworn to before me this
12th day of December, 1989.

M. Catherine Richardson
Notary Public

M. CATHERINE RICHARDSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONOH. CO. NO. 4663925
BY COMMISSION EXPIRES DECEMBER 31, 1989

8-



STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL

November 27, 1990

Mr. James J. Morrissey, Jr.
Administrator
Adirondack Medical Center
Lake Colby Drive
P.O. Box 471
Saranac Lake, NY 12983

Re: Certificate of Consolidation of General Hospital of Saranac Lake and
Placid Memorial Hospital, Inc. into Adirondack Medical Center

Dear Mr. Morrissey:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health Council held on the 28th day of September, 1990, I hereby certify that the Certificate of Consolidation of General Hospital of Saranac Lake and Placid Memorial Hospital, Inc. into Adirondack Medical Center, dated December 12, 1989 is approved.

Sincerely,

Karen S. Westervelt
Executive Secretary

9

At the Supreme Court of the State of New York, held in and for the County of Franklin, at the Supreme Court Chambers, Saranac Lake, New York on December 14, 1990, at 10 a.m.

PRESENT: Honorable JAN H. PLUMADORE
Justice Presiding

STATE OF NEW YORK
SUPREME COURT COUNTY OF FRANKLIN

Application of GENERAL HOSPITAL OF SARANAC LAKE and PLACID MEMORIAL HOSPITAL, INC., For an Order Approving their Plan of Consolidation into ADIRONDACK MEDICAL CENTER under Section 907 of the Not-for-Profit Corporation Law, and Authorizing the Filing of the Certificate of Consolidation Pursuant to Section 904 of the Not-For-Profit Corporation Law.

ORDER

Index No. 90-569

RJI No. P. 726

GENERAL HOSPITAL OF SARANAC LAKE and PLACID MEMORIAL HOSPITAL, INC have made application for an Order pursuant to Section 907 of the Not-For-Profit Corporation Law, approving their Plan of Consolidation and authorizing the filing of the Certificate of Consolidation.

In support of their Application, they have submitted an Order to Show Cause dated November 30, 1990 and their joint Affidavit sworn to November 30, 1990 and November 30, 1990, respectively, with attached exhibits, including the Plan of Consolidation and the Certificate of Consolidation both dated December 12, 1989. The Attorney General has submitted no objection to the entry of this Order.

105

Upon the foregoing papers and on motion of Bond, Schoeneck & King, M. Catherine Richardson, Esq. of counsel, attorneys for General Hospital of Saranac Lake and Placid Memorial Hospital, Inc., it appearing to the satisfaction of this Court that the provisions of Section 907 of the Not-For-Profit Corporation Law have been complied with, and that the interests of the constituent corporations and the public interest would not be adversely affected by the consolidation of the petitioning corporations, it is hereby

ORDERED, that the Plan dated December 12, 1989 for the consolidation of General Hospital of Saranac Lake and Placid Memorial Hospital, Inc., into Adirondack Medical Center is approved, and it is further

ORDERED, that the constituent corporations are authorized to file the Certificate of Consolidation executed and acknowledged by them on December 12, 1989, in the form annexed to the joint Affidavit, with a certified copy of this Order attached to the Certificate, and it is further

ORDERED, that upon filing of the Certificate of Consolidation as provided above, all the assets and obligations of the constituent corporations shall be transferred and conveyed to Adirondack Medical Center with the restricted funds and endowment funds to have the same specific purposes and restrictions as set forth in the joint Affidavit; and it is further

ff-

ORDERED, that the consolidation of the constituent corporations shall have the effect provided by Section 905 of the Not-For-Profit Corporation Law of the State of New York.

Saranac Lake, New York

December 14, 1990

ENTER:

Jan H. Plumadore
Jan H. Plumadore
Justice, Supreme Court

STATE OF NEW YORK }
Franklin County Clerk's Office }

I hereby certify that I have compared the foregoing copy with the original

Order

Filed & Entered: December 14, 1990

in this office, and that it is a true and correct transcript therefrom.

In Witness Whereof, I have hereunto set my hand and seal of office, at Malone, this 14th day of

December 14, 1990

David D. Montague

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

=====

CORPORATION NAME ADIRONDACK MEDICAL CENTER

DOCUMENT TYPE NAME RESERVATION (NEW) (DOM. NFF)

SERVICE COMPANY ** NO SERVICE COMPANY **

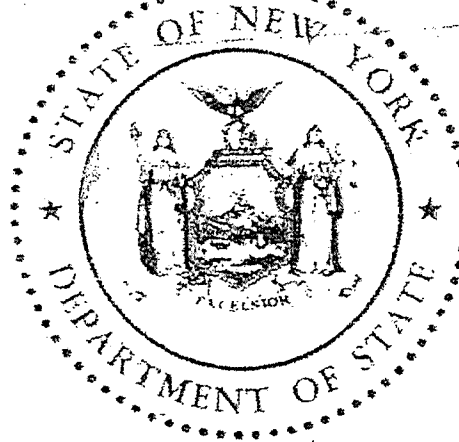
APPLICANT NAME DAVID TRAVERS

=====

FILED 12/03/90 DURATION 02/02/91 CASH #: 901203000158 FILM #: 901203000126

ADDRESS FOR PROCESS

REGISTERED AGENT



** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

=====

FILER	FEES	PAYMENTS
DAVID TRAVERS	FILING : 10.00	CASH : 0.00
BOND, SCHOENECK & KING	TAX : 0.00	CHECK : 30.00
111 WASHINGTON AVENUE	CERT : 0.00	BILLED : 0.00
ALBANY, NY 12210	COPIES : 0.00	
	HANDLING : 10.00	
		REFUND : 10.00

13

F901228000395

901228000474

CERTIFICATE OF CONSOLIDATION
 OF
 GENERAL HOSPITAL OF SARANAC LAKE
 AND
 PLACID MEMORIAL HOSPITAL, INC.
 INTO
 ADIRONDACK MEDICAL CENTER

UNDER SECTION 904 OF THE NOT-FOR-PROFIT CORPORATION LAW

Jcc
 STATE OF NEW YORK
 DEPARTMENT OF STATE
 FILED DEC 28 1990
 BY: DND
FRAN

Rec'd
12-28-90
3:00pm

M

LAW OFFICES
 BOND, SCHOENECK & KING
 ONE LINCOLN CENTER
 SYRACUSE, NEW YORK
 13202-1353

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 13, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

F-061221000 893

DRAWDOWN
ACCT # J8

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ADIRONDACK MEDICAL CENTER**

Under Section 803 of Not-For-Profit Corporation Law

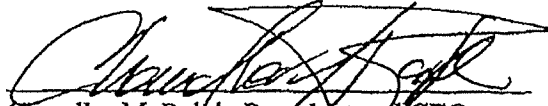
1. The name of the corporation is ADIRONDACK MEDICAL CENTER (the "Corporation").
2. The Certificate of Incorporation of the Corporation was originally filed with the Department of State on December 28, 1990.
3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York.
4. The Corporation is a Type B corporation under Section 201 of the Not-For-Profit Corporation Law of the State of New York, and it shall continue to be a Type B corporation.
5. The Certificate of Incorporation of the Corporation is hereby amended to expand the Corporation's purposes to include the establishment, operation and maintenance of residential health care facilities. To effectuate said amendment:
 - (a) a new subparagraph "(b)" is added to paragraph "3" of the Certificate of Incorporation, which shall read as follows:

"(b) To establish, operate, equip, staff and maintain one or more residential health care facilities as defined in Article 28 of the Public Health Law; provided, however, that the Corporation shall not establish or operate such residential health care facilities without the prior written approval of the New York State Public Health Council."
 - (b) existing subparagraphs "(b)", "(c)", etc. of paragraph "3" of the Certificate of Incorporation shall be re-lettered as "(c)", "(d)", and so forth of paragraph "3".
6. This Certificate of Amendment of the Certificate of Incorporation was authorized by a vote of two-thirds of the entire Board of Directors entitled to vote thereon pursuant to Section 802 of the Not-For-Profit Corporation Law of the State of New York.
7. The Secretary of State is hereby designated as the agent of the Corporation upon whom any process against the Corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the

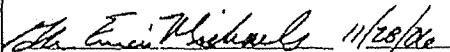
†

Corporation so served by him or her is: Adirondack Medical Center, P.O. Box 471, Saranac Lake, New York 12983-0471.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on this 11th day of January, 2006.


Chandler M. Ralph, President and CEO

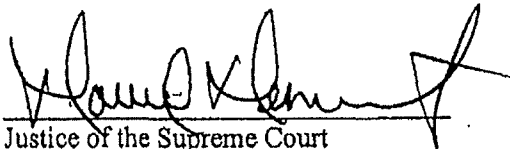
The Attorney General appears herein, has no objection to the granting of judicial approval hereon, acknowledges receipt of statutory notice, and demands service of the filed certificate, said "no objection" conditioned on submission of the matter to the court within 30 days hereafter.


Glen Francis Michaels, Asst. Atty. Gen. Dated

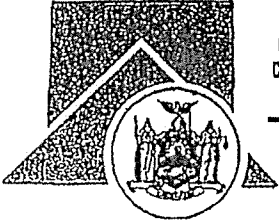
JUDICIAL CONSENT

I, David Demarest, J.S.C. Justice of the Supreme Court of the State of New York for the Fourth Judicial District, do hereby approve the within Certificate of Amendment of the Certificate of Incorporation for Adirondack Medical Center pursuant to Section 804(a)(i) of the Not-for-Profit Corporation Law and consent that the same be filed.

Dated: December 19, 2006
At: Oran, NY

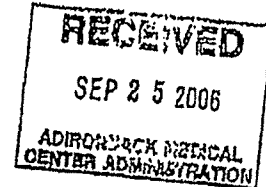

Justice of the Supreme Court
Fourth Judicial District

David Demarest, J.S.C.



STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL



September 20, 2006

Ms. Gail Lautenschuetz
Vice President of Ancillary Services
Adirondack Medical Center
2233 State Route 86, P.O. Box 471
Saranac Lake, New York 12983

Re: Certificate of Amendment of the Certificate of Incorporation of Adirondack
Medical Center

Dear Ms. Lautenschuetz:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health Council held on the 12th day of May, 2006, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment of the Certificate of Incorporation of Adirondack Medical Center, dated January 11, 2006.

Sincerely,

Donna W. Peterson
Executive Secretary

/md

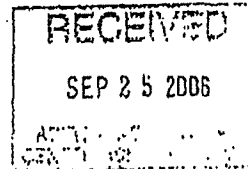


EXHIBIT B

4

F 061221000 RB

CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION
OF
ADIRONDACK MEDICAL CENTER

Under Section 803 of the Not-for-Profit Corporation Law

Filed by:
Rachel Ryan, Esq.
Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, NY 12203
(518) 462-3000

200

FILED

2006 DEC 21 PM 4:04

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 21 2006

TW

[Signature]

FRANK

Drawdown #J8

5

996

BYLAWS
of
ADIRONDACK MEDICAL CENTER
doing business as
ADIRONDACK HEALTH

Effective: October 29, 2015

TABLE OF CONTENTS

ARTICLE I: NAME AND PURPOSES4
Section 1. Name4
Section 2. Purposes4
ARTICLE II: TRUSTEES5
Section 1. Number and Powers of Board of Trustees5
Section 2. Criteria for Nominations5
Section 4. Vacancies6
ARTICLE III: MEETINGS OF THE BOARD OF TRUSTEES6
Section 1. Annual Meeting6
Section 2. Regular and Special Meetings6
Section 3. Waiver of Notice of Meetings7
Section 4. Quorum7
Section 5. Action by the Board7
Section 6. Absences7
Section 7. Participation Without Physical Presence7
Section 8. Consent Without a Meeting8
ARTICLE IV: OFFICERS8
Section 1. Officers8
Section 2. Chair8
Section 3. Vice Chair8
Section 4. Secretary/Treasurer8
Section 5. Bonds9
ARTICLE V: DUTY OF TRUSTEES AND OFFICERS9
Section 1. Duty of Trustees and Officers9
ARTICLE VI: ADMINISTRATION10
Section 1. President/Chief Executive Officer10
Section 2. Authority and Responsibility of the President/Chief Executive Officer10
Section 3. Corporate Compliance Officer12
Section 4. Authority and Responsibility of the Corporate Compliance Officer12
Section 5. Chief Senior Services Officer13
ARTICLE VII: COMMITTEES13
Section 1. Committees13
Section 2. Special Committees13
Section 3. Quorum13
Section 4. Term of Appointment14
Section 5. General Duties. All committees shall:14
Section 6. Executive Committee14
Section 7. Finance Committee15
Section 8. Quality Improvement Committee15
Section 9. Governance Committee16

Section 10. Joint Conference Committee.....	17
Section 11. Audit and Compliance Committee.....	18
ARTICLE VIII: MEDICAL STAFF.....	19
Section 1. Organization, Appointments and Hearings.....	19
Section 2. Medical Care and its Evaluation.....	20
Section 3. Medical Staff Bylaws.....	21
Section 4.....	21
Section 5.....	21
ARTICLE IX: CHIEF MEDICAL OFFICER.....	21
Section 1. Chief Medical Officer.....	21
ARTICLE X: AUXILIARY ORGANIZATIONS.....	22
Section 1. Auxiliary Organizations.....	22
ARTICLE XI: INDEMNIFICATION OF TRUSTEES AND OFFICERS.....	22
Section 1. Actions by or in Right of Corporation.....	22
Section 2. Actions Not by or In Right of Corporation.....	22
Section 3. Nonexclusive.....	23
ARTICLE XII: NEGOTIABLE INSTRUMENTS.....	23
Section 1. Signature on Checks, etc.....	23
ARTICLE XIII: SEAL.....	23
Section 1. Form.....	23
ARTICLE XIV: AMENDMENTS.....	23
Section 1. Amendments.....	23
ARTICLE XV: EFFECTIVE DATE.....	23
Section 1. Effective Date.....	23
ADDENDUM.....	24
Independent Voting Members of the Board of Trustees.....	24
and Audit and Compliance Committee.....	24

BYLAWS
of
ADIRONDACK MEDICAL CENTER
doing business as
ADIRONDACK HEALTH

ARTICLE I: NAME AND PURPOSES

Section 1. Name. This not-for-profit corporation shall be known as Adirondack Medical Center, which is doing business under the assumed name, Adirondack Health (“Corporation”).

Section 2. Purposes. This Corporation is organized for the following charitable purposes:

- (a) to establish, operate, equip, staff and maintain a hospital and outpatient departments as defined in Article 28 of the New York Public Health Law at Saranac Lake, Lake Placid, Tupper Lake and other area locations and to provide such other appropriate health related services as have been approved by the New York State Public Health Council and/or the Commissioner of Health;
- (b) to establish, operate, equip, staff and maintain one or more residential health care facilities as defined in Article 28 of the Public Health Law; provided, however, that the Corporation shall not establish or operate such residential health care facilities without the prior written approval of the New York State Public Health Council;
- (c) to encourage, support, make accessible and deliver those health care programs and services most needed in the communities served by the Corporation which, in the opinion of the Board of Trustees, may be justified in light of the facilities, personnel, funds and other resources that are or can be available;
- (d) to strive to provide the communities served by the Corporation with optimum patient care at the lowest possible cost, through sound management principles and fiscal control;
- (e) to provide the type of facilities that will enable the corporation's professional and support staff to carry out the care and treatment of patients in accordance with the highest standards achievable, given the available resources;
- (f) to strive for effective, coordinated working relationships between all organizations and activities devoted to the maintenance and improvement of health in the communities served by the corporation;
- (g) to solicit, collect, or otherwise raise or obtain funds, contributions or grants for the Corporation's purposes; and

- (h) to do any other act or thing incidental to or in advancement of the Corporation's purposes and to exercise any and all powers which are now or hereafter may be lawful for a not-for-profit corporation to exercise under the laws of the State of New York for the purpose of accomplishing any and all corporate purposes.

ARTICLE II: TRUSTEES

Section 1. Number and Powers of Board of Trustees. The Board of Trustees of the Corporation shall consist of no fewer than ten (10) and no more than fifteen (15) elected voting Trustees of whom no more than two (2) Trustees may be members of the active Medical Staff. In addition, the President/Chief Executive Officer of the Corporation, the President of the Medical Staff, and the Chairperson of Adirondack Medical Center Foundation doing business as Adirondack Health Foundation shall be ex-officio members of the Board of Trustees. The President/Chief Executive Officer of the Corporation shall serve without voting rights, and the President of the Medical Staff and the Chairperson of the Foundation shall each have one (1) vote. For purposes of these Bylaws, "Entire Board" shall mean the number of voting Trustees (including ex-officio voting Trustees) serving at the most recently held election of Trustees, including any vacancies that occur thereafter. All power and authority of the Corporation shall be vested in the Board of Trustees. The Board of Trustees may delegate all or part of its power and authority, as permitted by law, to a committee or committees established by the Board of Trustees.

Section 2. Criteria for Nominations. Nominations to the Board of Trustees shall be based on the following criteria: commitment to community service; areas of interest; expertise; availability to participate effectively in assuming the responsibilities of the Board of Trustees in directing the delivery of health care. Each nominee and Trustee shall be at least eighteen (18) years of age, shall have demonstrated leadership experience, shall be interested in health care matters, and shall be willing to commit time for Board responsibilities. Employees shall not be eligible for nomination as voting members of the Board of Trustees. The selection of Trustees may be subject to other criteria as determined by the Board of Trustees. In selecting nominees for the position of Trustee, there shall be no discrimination based upon race, creed, color, age, gender, national origin, disability, marital status, political affiliation, or ethnic background. A majority of the Board of Trustees shall be independent, as defined by the Board.

Section 3. Election and Term of Office.

- (a) The elected members of the Board of Trustees shall be elected at the annual meeting of the Board of Trustees and shall begin serving their terms in the calendar year following the annual meeting or until new Trustees are elected and qualified. Commencing January 1, 2015, Trustees shall be elected to staggered initial terms of one, two or three years. Thereafter, any such Trustee who is re-elected and any newly elected Trustees shall serve terms of three years, subject to Section 3(d) of this Article II.

- (b) The Chair shall appoint, subject to Board approval, a Board Governance Committee consisting of at least four Board members. The Chair shall be an ex-officio member of the Board Governance Committee. The Board Governance Committee shall, at the annual meeting, and as necessary to fill a vacancy, present to the Board a list of nominees to fill vacancies on the Board of Trustees.
- (c) The Trustees shall be elected by a two-thirds majority vote of the Trustees present in person, provided a quorum is present.
- (d) No elected Trustee shall serve more than three consecutive terms, except that:
 - (1) any member of the Board elected to fill the unexpired term of a Trustee may be elected for three consecutive terms upon completion of the unexpired term; and
 - (2) an individual may be reelected to the Board following three consecutive terms, provided that the individual has not been a Trustee for at least one year.

Section 4. Vacancies.

- (a) Any member of the Board of Trustees may resign by delivering a written resignation to the Secretary/Treasurer of the Corporation.
- (b) Any member of the Board of Trustees may be removed with cause at any time by a majority vote of the Entire Board at a duly called meeting.
- (c) In case of a vacancy on the Board of Trustees for any reason, the remaining voting members of the Board may fill the vacancy by electing a successor who shall take office immediately and shall hold office for the unexpired portion of the term of the Board seat being filled. The Board shall fill the vacancy by electing an individual nominated by the Board Governance Committee.

ARTICLE III: MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Annual Meeting. The annual meeting of the Board of Trustees shall be held during the month of December of each calendar year for the purpose of electing the Trustees and officers of the Corporation. New Trustees and officers shall take office January 1st of the following year.

Section 2. Regular and Special Meetings. In addition to the annual meeting, the Board of Trustees shall hold at least nine (9) regular meetings per calendar year, at such times and places as the Board may determine. The Chair (or, in the event of the Chair's absence or inability to act, the Vice-Chair) may call special meetings of the Board, and shall call a special meeting upon receipt of a written or electronic request for a meeting signed by at least one-fifth of the members of the Entire Board. When special meetings are called, notice of the time and place of the meeting and the subject

proposed for discussion shall be given to the members of the Board by personal delivery, by telephone, by mail, by facsimile telecommunications or by electronic email, at least 24 hours prior to the meeting. If notice is given by telephone, the oral notice must include a reading of the actual written notice. In addition, prior to the call to order of the special meeting each member must receive a copy of the actual written notice and the person giving the oral notice shall deliver to the Secretary/Treasurer an affidavit setting forth the notice given and to whom the notice was given. The affidavit shall be filed with the minutes of the meeting. No business shall be transacted at any special meeting, except as set forth in the notice of the meeting.

Section 3. Waiver of Notice of Meetings. Any Trustee may waive notice in writing or electronically before or after the meeting, or by attending the meeting without protesting the lack of notice. If written, the waiver must be executed by the Trustee by signing such waiver or causing the Trustee's signature to be affixed to such waiver by any reasonable means, including but not limited to facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Trustee.

Section 4. Quorum. A quorum at the annual meeting or at any regular or special meeting of the Board of Trustees shall consist of a majority of the Entire Board. A majority of the voting Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjourned meeting shall be given as if the meeting were a special meeting of the Board.

Section 5. Action by the Board.

- (a) Except as otherwise provided by law or these Bylaws, a vote of a majority of the voting Trustees shall be an act of the Board of Trustees, provided a quorum is present.
- (b) There exists a recorded option to purchase (upon the happening of specified events) the real estate and facilities associated with Placid Memorial Hospital as it existed at the time of the Consolidation of Placid Memorial Hospital and General Hospital of Saranac Lake.

Section 6. Absences. In the event that any member of the Board of Trustees shall miss four (4) regular meetings of the Board in one calendar year, the Trustee shall be deemed to have resigned from the Board and the seat shall be deemed vacant. Exceptions to this provision must be approved by a majority vote of the Trustees present at any meeting of the Board of Trustees, provided a quorum is present.

Section 7. Participation Without Physical Presence. Any one or more members of the Board of Trustees or any committee of the Board who is not physically present may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment or by electronic video screen communication, which allows all persons participating in the meeting to hear each other at the same time and each Trustee can participate in all matters before the Board or committee, including, without limitation, the ability to propose, object to, and vote upon a specific

action to be taken by the Board or committee. Participation by such means shall constitute presence in person at a meeting.

Section 8. Consent Without a Meeting. Any action required or permitted to be taken by the Board of Trustees or any committee of the Board may be taken without a meeting if all of the voting Board or committee members consent to the adoption of a resolution authorizing the action. Such consent may be written or electronic. If written, the consent must be executed by each Trustee by signing such consent or causing the Trustee's signature to be affixed to such consent by any reasonable means, including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Trustee. The resolution and unanimous consent shall be filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV: OFFICERS

Section 1. Officers. The Corporation shall have as officers a Chair, a Vice Chair, a President/Chief Executive Officer, and a Secretary/Treasurer. All officers, except the President/Chief Executive Officer, shall be elected by a two-thirds majority vote by the Trustees at the annual meeting of the Board of Trustees and shall hold office for the calendar year following election or until a successor is elected and qualified. All officers, except the President/Chief Executive Officer, shall be elected from among the voting members of the Board of Trustees. Any vacancy in any of the offices, except the President/Chief Executive Officer, shall be filled by the Board of Trustees for the unexpired portion of the term at any regular meeting or special meeting called for that purpose. The Corporation may also have one or more Assistant Secretaries, Assistant Treasurers and other officers and agents as the Board of Trustees may deem necessary. These individuals shall hold office for a term fixed by the Board of Trustees and shall have the authority and perform the duties prescribed by the Board of Trustees.

Section 2. Chair. The Chair shall preside at all meetings of the Board of Trustees; shall be entitled to vote at all meetings; shall be an ex-officio voting member of all committees; and, unless otherwise provided in these Bylaws, shall appoint the members and chairs of all committees with the approval of the Board of Trustees. No employee of the Corporation shall serve as Chair or hold any other title with similar responsibilities.

Section 3. Vice Chair. In the absence of the Chair or the inability of the Chair to act, or if the office of the Chair is vacant, the Vice Chair shall perform all duties and exercise all powers of the Chair, and attend to such duties as may be assigned to the Vice Chair by the Board of Trustees.

Section 4. Secretary/Treasurer.

- (a) The Secretary/Treasurer shall act as secretary of the Corporation, as well as secretary of the Board of Trustees; shall ensure appropriate notices and prepare agendas for all meetings of the Board of Trustees; shall act as custodian of all records and reports; shall ensure the preparation and maintenance of adequate records of all transactions of the Corporation, as well as the minutes of the meetings of the Board of Trustees;

and shall attend to such other duties as may be incidental to the office or assigned to the Secretary/Treasurer by the Board of Trustees.

- (b) The Secretary/Treasurer shall be the Chair of the Finance Committee. The Secretary/Treasurer shall make or cause to be made an annual report to the Board of Trustees concerning the financial condition of the Corporation, as well as the results of the Corporation's yearly operations; shall make monthly reports to the Board of Trustees and any other reports which the Board of Trustees may, from time to time, require; shall be responsible for seeing that an annual budget and long range financial plans are proposed and presented to the Board of Trustees; and shall attend to such other duties as may be incidental to the office or assigned to the Secretary/Treasurer by the Board of Trustees.
- (c) Subject to the order of the Board of Trustees, or the Finance Committee when specifically empowered by resolution of the Board, the Secretary/Treasurer shall oversee the investment of the Corporation's funds.

Section 5. Bonds. The Board of Trustees may require officers and employees of the Corporation to give bond for the faithful discharge of their duties in a manner and amount to be prescribed by the Board of Trustees.

ARTICLE V: DUTY OF TRUSTEES AND OFFICERS

Section 1. Duty of Trustees and Officers.

- (a) Trustees and officers shall discharge the duties of their respective positions in good faith and with that degree of diligence, care and skill which ordinarily prudent individuals would exercise under similar circumstances in like positions. In the administration of the powers to make, retain and use the appreciation on investments, and to delegate investment management of institutional funds, as provided by law, the Board of Trustees shall consider among other relevant considerations the long and short term needs of the Corporation in carrying out its purposes, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.
- (b) The Trustees shall develop and implement a conflict of interest policy whereby each Trustee and officer, on an annual basis, shall disclose in writing to the Audit and Compliance Committee all possible conflicts which might arise including, but not limited to, employment relationships, familial relationships, ownership, or substantial financial interests in any health care delivery, service or supply organizations, or any entities that might enter into business relationships with the Corporation. If a contract or transaction between the Corporation and any entity in which one or more Trustees has an interest comes before the Board for action, the Board and the individual Trustees shall abide by the requirements set forth in New York State's Not-for-Profit Corporation Law, Department of Health regulations, and the Corporation's Conflict

of Interest Policy.

- (c) In discharging their duties, Trustees and officers, when acting in good faith, may rely upon financial statements of the Corporation represented to them to be correct by the Chair, President/Chief Executive Officer, or the officer of the Corporation having charge of its books of accounts, or the written report of a certified public accountant that the financial statements fairly reflect the Corporation's financial condition.
- (d) The Trustees shall ensure that quality patient and resident care services are provided by the Corporation and the conduct of the Corporation is in compliance with local, State and federal law and in accordance with its purposes.
- (e) The Trustees and officers shall ensure that procedures are in place so that they are sufficiently informed to ensure that the Corporation is abiding by the laws and regulations of the New York State Department of Health, the Centers for Medicare and Medicaid, the American Osteopathic Association ("AOA"), and all other applicable laws.
- (f) The use of the term "ensure" to describe the duties of the Trustees and officers of the Corporation shall not affect the standard of liability of the Board, the individual Trustees, the officers or any person serving on a Board committee, beyond the standard set forth in applicable New York statutory and case law.

ARTICLE VI: ADMINISTRATION

Section 1. President/Chief Executive Officer. The Board of Trustees shall select and appoint a competent individual to be President and Chief Executive Officer of the Corporation (the "President/Chief Executive Officer"). The President/Chief Executive Officer shall serve at the pleasure of the Board. The President/Chief Executive Officer must have had actual experience of a suitable kind, nature and duration in healthcare administration, and formal training in an undergraduate and graduate program in healthcare administration. The President/Chief Executive Officer must be a Fellow of the American College of Healthcare Executives or possess equivalent qualifications. The President/Chief Executive Officer shall be given the necessary authority and responsibility to operate the Corporation in all its activities and departments, subject only to such policies as may be issued by the Board of Trustees or by any of its committees to which it has delegated power for such action. The President/Chief Executive Officer shall act as the duly authorized representative of the Board of Trustees in all matters in which the Board of Trustees has not formally designated some other person to act.

Section 2. Authority and Responsibility of the President/Chief Executive Officer. Except as provided in Section 5, the President/Chief Executive Officer shall be responsible for:

- (a) carrying out all policies established by the Board of Trustees and continually advising the Board on the implementation of the policies;

- (b) developing and submitting to the Board of Trustees for approval a plan of organization for the Corporation's operation and recommending changes when necessary;
- (c) preparing an annual budget, showing the expected revenue and expenditures as required by the Board of Trustees including a three year capital expenditure plan;
- (d) organizing day to day functions of the Corporation through appropriate departmentalization and delegation of duties;
- (e) selecting, employing, controlling and discharging employees and developing and maintaining personnel policies and practices for the Corporation;
- (f) establishing formal means of accountability on the part of subordinates to whom duties are assigned;
- (g) maintaining physical properties in a good and safe state of repair and operating condition;
- (h) supervising business affairs to ensure that funds are collected and expended to the best possible advantage and arranging for an annual audit by an independent public accountant;
- (i) working continually with other health care professionals to the end that high quality care may be rendered to the patients and residents at all times;
- (j) presenting to the Board of Trustees, or its authorized committees, periodic reports reflecting the professional services and financial activities of the Corporation and such special reports as may be required by the Board of Trustees;
- (k) attending all meetings of the Board of Trustees and its committees, as an ex-officio member without a vote;
- (l) designating an individual to act in the President/Chief Executive Officer's absence;
- (m) holding and attending interdepartmental and departmental meetings, and reporting to such departments as well as the Board of Trustees the pertinent activities of the Corporation;
- (n) preparing a plan for the achievement of the Corporation's specific objectives and periodically reviewing and evaluating that plan;
- (o) representing the Corporation in its relationships with other health agencies;

- (p) performing other duties that may be necessary or in the best interest of the Corporation;
- (q) leading the process for the development of the Corporation's vision, mission and goal statements, for approval by the Board of Trustees; and
- (r) providing the Board of Trustees with annual reports and/or other materials evaluating the Corporation's performance in relation to its vision, mission and goals.

Section 3. Corporate Compliance Officer. The Board of Trustees shall select and appoint, upon recommendation from the President/Chief Executive Officer, a competent individual to serve as Corporate Compliance Officer. The Corporate Compliance Officer serves at the pleasure of the Board of Trustees and reports directly to the Board of Trustees through the Audit and Compliance Committee. The Corporate Compliance Officer reports to the President/Chief Executive Officer of the Corporation on a day-to-day basis. The Corporate Compliance Officer will be given the necessary authority and responsibility to operate the Corporation's Corporate Compliance Program in all its activities and departments, subject only to such policies as may be issued by the Board of Trustees.

The Corporate Compliance Officer will provide oversight of regulatory compliance for the services provided and billed by the Corporation. The Corporate Compliance Officer must have had actual experience of a suitable kind, nature and duration in health care compliance or quality monitoring activities and participate in ongoing corporate compliance education.

Section 4. Authority and Responsibility of the Corporate Compliance Officer. The Corporate Compliance Officer shall be responsible for:

- (a) reviewing all policies and procedures regarding compliance related activities to assure consistency and compliance throughout the organization;
- (b) responding to questions, issues, and reports of potential compliance issues;
- (c) investigating any issues of non-compliance and implementing appropriate corrective action;
- (d) interacting with President/Chief Executive Officer and/or legal counsel to discuss the Corporation's action plan on compliance;
- (e) the oversight of compliance monitoring processes including internal auditing among the various departments and service areas;
- (f) assisting department directors to develop corrective action plans to address non-compliance in the various departments and service areas;
- (g) preparing an annual report detailing compliance activities, highlighting actions and recommendations made over the course of the year;

- (h) meeting with the Compliance Committee on a regular basis to ensure the compliance process is functioning as required and implementing modifications to the compliance program, as needed or required by law;
- (i) attending meetings of the Audit and Compliance Committee;
- (j) reporting directly to the Audit and Compliance Committee, outlining pertinent compliance activities, and presenting annually the Corporate Compliance Plan for the next year for approval;
- (k) making reports to the Board of Trustees as deemed necessary by the Corporate Compliance Officer.

Section 5. Chief Senior Services Officer. After consultation with the President/Chief Executive Officer, the Board of Trustees shall select and appoint a Chief Senior Services Officer who shall be a duly licensed nursing home administrator pursuant to Article 28-D of the New York Public Health Law and who shall oversee, and be responsible to the Board and President/Chief Executive Officer for, the overall administration and day-to-day operation of the Corporation's nursing home(s). The Chief Senior Services Officer shall have the necessary authority and be held responsible for the administration of the nursing home(s) in all of its activities and departments in accordance with such policies as may be adopted and such orders as may be issued by the Board or by any of its committees to which the Board has delegated power for such action. The President/Chief Executive Officer shall monitor, supervise and review the performance of the Chief Senior Services Officer. The Chief Senior Services Officer will be the Administrator of Record for AMC-Uihlein. The Assistant Vice President of Long Term Care will report to the Chief Senior Services Officer, and will be the Administrator of Record for AMC-Mercy.

ARTICLE VII: COMMITTEES

Section 1. Committees. The committees of the Board of Trustees shall be an Executive Committee, Finance Committee, Quality Improvement Committee, Board Governance Committee, Joint Conference Committee, and Audit and Compliance Committee.

Section 2. Special Committees. Special committees may be appointed by the Chair of the Board with the approval of the Board of Trustees, for special tasks, as warranted. Special committees shall limit their activities to the accomplishment of the tasks for which they were created and appointed, and shall have no power to act except as specifically conferred by action of the Board of Trustees. Upon completion of the tasks for which appointed, special committees shall be discharged.

Section 3. Quorum. At any committee meeting, a majority of the members of the committee shall constitute a quorum for the transaction of business, unless otherwise provided in these Bylaws.

Section 4. Term of Appointment. Chairs and members of the committees shall be appointed by the Chair of the Board, with the approval of the Board of Trustees, unless otherwise provided in these Bylaws. The Chair of each Committee shall be a member of the Board of Trustees and shall be a voting member of the Committee. The term of appointment of any committee Chair and member shall be for the calendar year or until a successor has been chosen and qualified. All members of the committees shall have a right to vote.

Section 5. General Duties. All committees shall:

- (a) appoint a secretary to maintain an attendance record and prepare minutes that reflect all business conducted by the committee including findings, conclusions, recommendations and action(s) taken;
- (b) deliver to the President/Chief Executive Officer and Chair a copy of all committee minutes within one (1) month of each meeting;
- (c) make recommendations as to policy and other matters to the Executive Committee;
- (d) report to the Board at least quarterly and more often if required by these Bylaws or as requested by the Chair; and
- (e) select annual goals for the committee and report on their completion at the annual meeting.

Section 6. Executive Committee.

- (a) The Executive Committee shall consist of the Chair, Vice-Chair, Secretary/Treasurer, and one Board member. The Executive Committee shall have the power to transact all regular business of the Corporation between meetings of the Board of Trustees, except as may be limited by law, these Bylaws, or the Board. No action taken by the Executive Committee shall be in conflict with the policies and expressed intentions of the Board, and the Executive Committee shall refer all matters of importance to the Board at its next regularly scheduled meeting or a special meeting called for that purpose.
- (b) The Executive Committee shall keep separate minute books and shall report its actions at every meeting of the Board of Trustees, or as often as may be required by the Board. The minutes of the Executive Committee shall reflect all business conducted, including findings, conclusions, recommendations, and action(s) taken.
- (c) In addition to duties assigned from time to time by the Board, the Executive Committee shall be responsible for developing written criteria for the purpose of evaluating the performance of the President/Chief Executive Officer, maintaining documentation of its monitoring and evaluation of the President/Chief Executive

Officer, and reporting to the Board at least annually on the performance of the President/Chief Executive Officer, and more often if necessary.

Section 7. Finance Committee.

- (a) The Finance Committee shall consist of no fewer than three (3) members of the Board with the Secretary/Treasurer as Chair and shall have no more than two (2) non-Board members, one of which will be the Vice President of the Medical Staff. The Committee shall meet at least six (6) times per year. The Committee shall be comprised of members who (i) are not and were not during the three years prior to being named to the Committee employees of the Corporation, (ii) do not have any relationship which, in the opinion of the Boards of Trustees, would interfere with the exercise of independent judgment in carrying out the responsibilities of a member, and (iii) are able to read and understand financial statements prepared in accordance with generally accepted accounting principles. Current members of the Medical Staff may be members of the Committee if the above criteria are met. If feasible, at least one member of the Committee shall have accounting or related financial management expertise, an in-depth understanding of audited financial statements and familiarity with internal accounting controls.
- (b) In addition to the duties assigned from time to time by the Board, the Finance Committee shall:
 - (1) review and modify, if necessary, the annual operating budget prepared by the President/Chief Executive Officer and present the budget to the Board for approval;
 - (2) review and modify, if necessary, the long-term capital expenditure plan prepared by the President/Chief Executive Officer and present it to the Board for approval;
 - (3) develop a mechanism for monitoring compliance with the annual operating budget and capital plan that have been developed by the Board;
 - (4) report to the Board on its monitoring process on a regular basis; and
 - (5) review all insurance coverage for adequacy and financial viability.

Section 8. Quality Improvement Committee.

- (a) The Quality Improvement Committee shall consist of at least nine (9) voting members, one of whom is not otherwise affiliated with the Corporation in an employment or contractual capacity: at least three (3) Board members appointed by the Chair and approved by the Board; three (3) members of the Medical Staff

appointed by the Medical Executive Committee; and the President/Chief Executive Officer, the Chief Medical Officer, and the Chief Nursing Officer. The Assistant Vice President of Quality and Risk Management will staff the Committee and serve as an ex-officio member of the Committee without a vote.

- (b) The Quality Improvement Committee shall meet at least six (6) times per year and shall:
 - (1) continually assess the organization's quality of care, review performance improvement plans, make appropriate policy recommendations to the full Board, adopt annually the Institutional Performance Improvement Program, and approve quality and patient safety goals for the year;
 - (2) monitor the Risk Management Program and review legal activity from incidents involving patients, residents, visitors, or personnel and make policy recommendations to the Board;
 - (3) adopt and periodically review a written plan to safeguard patients, residents, visitors, and personnel in the event of an internal disaster, such as a fire, and ensure that all key personnel rehearse drills to comply with Federal and State laws and regulations and AOA standards;
 - (4) adopt and review a written plan for the receiving, care, and evacuation of mass casualties, and ensure that such a plan is coordinated with inpatient and outpatient services. Key personnel should rehearse the plan in accordance with Federal and State laws and regulations and/or AOA standards;
 - (5) receive regular reports on physician peer review activity and Medical Staff monitors; review actions in process with physicians who are under investigation by the Medical Executive Committee;
 - (6) review quality issues presented by the Medical Executive Committee, Patient Safety/Quality Improvement Committee, Nursing Home Quality Committees, Risk Management, and the service line directors; and
 - (7) perform other duties and responsibilities as required by Department of Health regulations, AOA, or Federal and State laws and regulations.
- (c) Use of the term "ensure" to describe the duties of this Committee shall not affect the standard of liability of the Committee, or its individual members, beyond the standard set forth in applicable New York statutory and case law.

Section 9. Governance Committee.

- (a) The Board Governance Committee shall consist of at least four (4) members with the

Board Chair as an ex-officio member. The Committee shall meet as needed throughout the year but not less than twice per year. The President/Chief Executive Officer or her/his designee shall staff the Committee.

- (b) The Governance Committee shall serve as the Nominating Committee to present nominations for new Board members, re-nominations of current Board members who qualify, and a slate of officers of the Board to the full Board of Trustees at the December annual meeting or as needed following Board seat vacancies.
- (c) In addition to the duties assigned from time to time by the Board, the Governance Committee shall be responsible for:
 - (1) assuring completion of an orientation program for all new members of the Board of Trustees;
 - (2) developing and implementing a continuing education program for the Board of Trustees that extends throughout the year and covers such areas of interest as the Corporation's purposes and missions, new laws and regulations that affect the delivery of health care, patient's and resident's rights, the Corporation's performance improvement program, the Board's role and responsibility as to the delivery of patient and resident care and the effective operation of the Corporation;
 - (3) establishing criteria for the evaluation of the Board of Trustees' performance and the evaluation of the Board's and its Committees' performance on a bi-annual basis;
 - (4) presenting the results of the Board self evaluation and recommending Board goals to the full Board for action; and
 - (5) evaluating the Corporation's performance in relation to its vision, mission and goals.

Section 10. Joint Conference Committee.

- (a) The Joint Conference Committee shall consist of the Board Chair, Vice Chair, Secretary/Treasurer, Executive Committee Member at Large, President/Chief Executive Officer, three (3) elected officers of the Medical Executive Committee, Chiefs of Medicine and Surgery, the Chief Medical Officer and such other members of the Administration as determined by the Board of Trustees. The Committee shall meet quarterly and shall report directly to the Board of Trustees.
- (b) The purposes of the Joint Conference Committee are to facilitate communication and to provide an avenue for direct physician input to the Board of Trustees and

Administration of the Corporation. The Joint Conference Committee shall be responsible for:

- (1) developing policies and procedures to deal with ongoing competition for limited health care resources in the health care system that affects the Corporation and the Medical Staff;
 - (2) creating a partnership between the Corporation and its Medical Staff to ensure that the Medical Staff has the optimal hospital practice environment;
 - (3) recruiting and retaining adequate physician resources to excel in meeting current and anticipated needs for the Corporation's community;
 - (4) helping to ensure that the Corporation and its Medical Staff align incentives in order to better serve patients and offer the highest quality patient care;
 - (5) developing a Medical Staff Strategic Development Plan; and
 - (6) serving as the Steering Committee for the three year strategic planning process.
- (c) All recommendations made by the Joint Conference Committee shall be reviewed by the Board of Trustees and Medical Executive Committee, where appropriate, with the Board of Trustees having final approval.

Section 11. Audit and Compliance Committee.

- (a) The Audit and Compliance Committee shall consist of no fewer than four (4) and no more than six (6) members of the Board, all of whom shall be independent as defined by the New York Not-for-Profit Corporation Law (*see* Addendum attached hereto). Committee members should have knowledge and experience in the areas of finance, compliance and information technology. The Corporate Compliance Officer shall attend meetings of the Committee and provide information and recommendations, but shall not be a member and shall not participate in any of the Committee's deliberations or voting. The Committee shall report to the Board of Trustees and meet at least four (4) times per year.
- (b) The Committee shall be responsible for overseeing the accounting and external financial reporting processes of the Corporation and the audit of the Corporation's financial statements. Such responsibilities include the following:
 - (1) overseeing, reviewing and assessing the Corporation's current corporate compliance program and reporting findings and recommendations to the Board of Trustees;

- (2) overseeing, reviewing and assessing the Corporation's internal audit program, including evaluation of the accounting and financial reporting processes and internal controls of the Corporation and its related entities, and reporting its findings and recommendations to the Board of Trustees;
- (3) developing an annual work plan that is approved in advance by the Board of Trustees;
- (4) making recommendations to the Board of Trustees concerning the retention and compensation of an independent, external auditor, as well as the dismissal of such auditor, based on an annual review of the performance and independence of such auditor;
- (5) reviewing with the independent auditor the scope and planning of the audit prior to the audit's commencement;
- (6) upon completion of the audit, reviewing and discussing with the independent auditor the results of the audit and any related management letter(s), including: (A) any material risks and weaknesses in the internal controls identified by the auditor, (B) any restrictions on the scope of the auditor's activities or access to the request information, (C) any significant disagreements between the auditor and management, and (D) the adequacy of the Corporation's accounting and financial reporting processes;
- (7) providing evaluation and oversight of the Corporation's external auditor and the system-wide auditing process;
- (8) overseeing the implementation and compliance with the Corporation's Conflict of Interest Policy by reviewing contracts and transactions where there is the potential for a conflict of interest and making recommendations to the Board of Trustees; and
- (9) overseeing the implementation and compliance with the Corporation's whistleblower policy, which protects from retaliation persons who report suspected improper conduct.

ARTICLE VIII: MEDICAL STAFF

Section 1. Organization, Appointments and Hearings.

- (a) The Board of Trustees shall appoint a Medical Staff composed of physicians, podiatrists, dentists, and other health care practitioners, duly licensed by the State of New York, to practice in the Corporation's facilities, and shall ensure that the Medical Staff is organized into a responsible administrative unit. The Board of

Trustees shall appoint to the Medical Staff, in numbers not exceeding the Corporation's needs, physicians, podiatrists, dentists, and other health care practitioners who meet the qualifications for membership set forth in the Bylaws of the Medical Staff. The Board shall consider the recommendations of the Medical Staff in making appointments to the Medical Staff at the first regular meeting after receipt of the recommendation from the Medical Executive Committee. Each member of the Medical Staff shall have the appropriate authority and responsibility for the care of patients, except as that authority and responsibility may be limited by law, these Bylaws and the Bylaws, Rules and Regulations of the Medical Staff, and subject, further, to any limitations included in the staff appointment and statement of clinical privileges.

- (b) The Board of Trustees shall hold the Medical Staff responsible for making recommendations concerning initial Medical Staff appointments, reappointments, termination, delineation of clinical privileges, and curtailment of clinical privileges. All appointments to the Medical Staff shall be in conformity with the Medical Staff Bylaws, Rules and Regulations. When an appointment is not renewed or when privileges are reduced, suspended, or terminated, the staff member shall have the rights afforded in the Medical Staff Bylaws.

Medical Staff privileges shall be delineated in terms of their education, training, competence and character, and their employment by the Corporation. Unless the contract of employment between the Corporation and a Medical Staff member provides otherwise, no Medical Staff member employed by the Corporation shall have Medical Staff privileges terminated without being afforded the same right to appeal afforded any other member of the Medical Staff.

- (c) At all times, health care practitioners employed by the Corporation either full-time or part-time in administrative capacities and whose activities include clinical responsibilities shall become members of the Medical Staff as required and in accordance with the procedure established by the Medical Staff Bylaws.
- (d) The Board of Trustees shall appoint, based on the recommendation of the Medical Executive Committee, the officers of the Medical Staff consisting of the President, Vice President, Secretary/Treasurer and Chiefs of both Surgery and Medicine. These individuals will perform the responsibilities of their office as delineated in Bylaws, Rules and Regulations of the Medical Staff.

Section 2. Medical Care and its Evaluation.

- (a) The Medical Staff shall be accountable to the Board of Trustees for providing appropriate professional care to patients. The Medical Staff shall conduct a continuing review and appraisal of the quality of professional care rendered in the Corporation's facilities, and shall report on the activities, and the results of the review and appraisal, to the Board of Trustees through the Board Quality Improvement

Committee.

- (b) The Medical Staff shall make recommendations to the Board of Trustees, through the Credentials Committee, the Medical Executive Committee and/or the Board Quality Improvement Committee concerning;
 - (1) appointments, reappointments and alterations of staff status;
 - (2) granting of clinical privileges;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency;
 - (5) such specific matters as may be referred to it by the Board of Trustees;
 - (6) adoption, modification or amendment of Medical Staff Bylaws and Medical Staff Rules and Regulations;
 - (7) appointment of clinical department Chairs;
 - (8) appointments and reappointments to the Medical Staff including the specific clinical privileges to be granted to each member of the Medical Staff; and
 - (9) actions with respect to changing clinical privileges and corrective action related to Medical Staff.

Section 3. Medical Staff Bylaws. The Medical Staff shall adopt such Bylaws, Rules and Regulations as may be necessary for its governance and the efficient administration of all functions of the Medical Staff, subject to the approval of the Board of Trustees. The Board of Trustees shall hold the Medical Staff responsible for periodic review of the Medical Staff Bylaws and Rules and Regulations, which shall occur at least every two years. The Medical Staff Bylaws and Rules and Regulations become effective on the date of approval of the Board of Trustees, and such approval shall not be unreasonably withheld.

Section 4. The Medical Executive Committee shall ensure that credentialing of the Medical Staff is being accomplished in a timely manner consistent with the Medical Staff Bylaws.

Section 5. The Medical Executive Committee shall ensure that the Medical Staff Bylaws and Rules and Regulations are reviewed by the Medical Staff at least every two years.

ARTICLE IX: CHIEF MEDICAL OFFICER

Section 1. Chief Medical Officer. After consultation with the Medical Staff and President/Chief

Executive Officer, the Board of Trustees shall appoint a Chief Medical Officer who shall be the Corporation's medical director. The duties of the Chief Medical Officer shall be established by the Board of Trustees in collaboration with the President/Chief Executive Officer.

ARTICLE X: AUXILIARY ORGANIZATIONS

Section 1. Auxiliary Organizations. The Board of Trustees may recognize formalized auxiliary organizations, whose functions aid in the overall mission of the Corporation. Bylaws, Rules and Regulations for these organizations must delineate the purposes and functions of the organization and must be approved by the Board of Trustees.

ARTICLE XI: INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1. Actions by or in Right of Corporation. Any person made a party to any action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the individual or the individual's testator is or was a Trustee or officer of the Corporation, or is or was serving at the request of the Corporation as a Trustee or officer of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation to the full extent permitted by law, against amounts paid in settlement and all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense or settlement of the action, suit or proceeding, or in connection with an appeal thereof, if the Trustee or officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Corporation, except that no Trustee or officer, shall be indemnified with respect to:

- (1) a threatened action, or a pending action which is settled or otherwise disposed of, or
- (2) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all circumstances of the case, the individual is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 2. Actions Not by or In Right of Corporation. Any person made or threatened to be made, a party to any action, suit or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Trustee or officer of the Corporation served in

any capacity at the request of the Corporation, by reason of the fact that the individual or the individual's testator was a Trustee or officer of the Corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, shall be indemnified by the Corporation, to the full extent permitted by law, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of the action, suit or proceeding, or any appeal thereof, if the Trustee or officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that the conduct complained of was unlawful.

Section 3. Nonexclusive. The rights of indemnification provided by this Article shall not be deemed exclusive of any other rights to which any Trustee or officer may be entitled by law, vote of the Board of Trustees, or otherwise.

ARTICLE XII: NEGOTIABLE INSTRUMENTS

Section 1. Signature on Checks, etc. All checks, drafts, bills of exchange, notes or other obligations or orders for the payment of money shall be signed in the Corporation's name by the individuals designated and authorized by resolution of the Board of Trustees.

ARTICLE XIII: SEAL

Section 1. Form. The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year and state of its incorporation.

ARTICLE XIV: AMENDMENTS

Section 1. Amendments. These Bylaws shall be reviewed every two years and may be amended by vote of a majority of the Entire Board at any regular or special meeting, provided a full statement of the proposed amendment shall have been set forth in a written notice, mailed or personally delivered to each Trustee at least three days prior to the meeting at which the vote to amend the Bylaws shall be taken.

ARTICLE XV: EFFECTIVE DATE

Section 1. Effective Date. The effective date of these revised Bylaws is December 18, 2014.

Revised 11/18/93

Revised 10/4/95

Revised 2/22/96

Revised 3/28/02

Revised 10/26/06

Revised 10/30/08

Revised 9/26/96
Revised 3/26/98
Revised 12/9/99
Revised 12/14/00

Revised 9/30/10
Revised 06/___/12
Revised 12/18/14
Revised 7/30/15
Revised 10/29/15

ADDENDUM

Independent Voting Members of the Board of Trustees and Audit and Compliance Committee

1. At least a majority of the voting members of the Board of Trustees of the Adirondack Medical Center (“AMC”) shall be “independent” and only independent Trustees shall serve on the Audit and Compliance Committee.
2. A Trustee shall be considered “independent” if all of the following criteria are met:
 - (a) The Trustee is not (or has not been within the last three years) an employee of the Corporation or any affiliate, and does not have a relative who is (or has been within the last three years) a key employee of the Corporation or any affiliate.
 - (b) The Trustee has not received, and does not have a relative who has received, more than \$10,000 in direct compensation from the Corporation or any affiliate within any of the last three fiscal years (other than reimbursement for expenses reasonably incurred as a Trustee or director or reasonable compensation for services as such).
 - (c) The Trustee (i) is not an employee of or does not have a substantial financial interest in any entity that has made payments to or received payments from the Corporation or an affiliate for property or services which, in any of the last three fiscal years, exceeds the lesser of \$25,000 or two percent (2%) of such entity’s consolidated gross revenues, and (ii) does not have a relative who is an officer of or has a substantial financial interest any such entity.

“Substantial financial interest” shall mean a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent (5%).


State of New York
Department of State } ss:

I hereby certify, that ADIRONDACK MEDICAL CENTER was formed by consolidation, as a Not-for-Profit Corporation on 12/28/1990 and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation. I further certify the following:

A Certificate of Amendment was filed on 12/21/2006.

I further certify that no other documents have been filed by such corporation.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 02nd day of August
two thousand and seventeen.*



Brendan W. Fitzgerald
Executive Deputy Secretary of State



201708030476 * J8

<p>MASTER FACILITY PLAN CAPITAL PROJECTS</p>	<p>At a Board Finance Committee meeting held on June 17, 2015, the complete Master Facility Plan Capital Projects were extensively reviewed and discussed. All Board members were invited to attend.</p> <p>The following Master Facility Plan Capital Projects were proposed for consideration at the Finance Committee meeting:</p> <ul style="list-style-type: none"> • Saranac Lake Peri-Operative Services • Lake Placid Medical Fitness Building • Five additional projects: <ul style="list-style-type: none"> - Completion of a 6th Operating Room - Addition of MRI Suite to facilitate replacement of leased MRI services - Relocation of the Endoscopy Suite to closer proximity with the Inpatient Surgery Suite - Creation of a Hybrid Operating Room - Addition of a four lane lap pool to the Lake Placid Medical Fitness Building <p>Cheryl Maid reviewed a summary of the June 17th meeting, which resulted in the following recommendations to the Board:</p> <ol style="list-style-type: none"> 1) Build new Peri-Operative Suite including a sixth operating room and 1000 feet of storage space – \$15,816,986. 2) Prepare one operating room for future Hybrid use (lead line) - \$80,000. 3) Addition of MRI Suite to facilitate replacement of leased MRI services – Total Cost \$2,055,000 (\$495,000 to shell MRI & Endo G/I Suite, \$360,000 to finish MRI Suite, \$1,200,000 for the MRI equipment). 4) Relocation of the Endoscopy Suite in closer proximity to the new Surgery Suite - \$744,000 (cost of shelling this space is included in #3 above). 5) Construction of the Lake Placid Health and Wellness Center without the pool at this time but with a request for a design to allow addition of a lap pool at a later time – \$11,531,152. 	
	<p>Chandler Ralph shared that the Executive Group recommends proceeding with all proposed projects including a fully equipped Hybrid Operating Room and a lap pool at the Fitness Center.</p> <p>Debt capacity was discussed. The PiperJaffry report indicates a debt capacity of \$35 million. Kevin Stringer, HTMS Vice President, felt a more conservative amount is \$25 million, which would fund the full project.</p>	
	<p>Everyone present was asked to share their opinion of the proposed projects. Comments included:</p>	<p>Motion: A motion was made and seconded to authorize submission of a</p>

Date: 6/25/15

	<ul style="list-style-type: none"> - Debt service would be \$1.5 million per year for all projects, including \$200,000 for the lap pool. - Support for the Saranac Lake Peri-Operative Services project including the Hybrid Operating Room. - The Peri-Operative Services project clearly meets community need and is necessary to “stay ahead of the curve”. - If we can afford it, we should do it! - Including the lap pool may provide synergies with the Olympic Authority in the future. - This is a one time, unique opportunity for fund raising for the Hybrid Operating Room and the Fitness Center with a pool. - Perhaps the pool could be included if fund raising is successful. - The MRI should be leased, rather than purchased, due to changing technology. - Including a pool after two years of Recovery Action Plans and staff lay off is not financially responsible. - The Peri-Operative Services meets mission and is a strategic imperative; the Fitness Center with a pool is not. - A letter of support from Dr. Kirolos for all the projects was distributed in advance of the meeting. - The Hybrid Operating Room improves safety because equipment does not have to be moved around. - A lap pool might be of benefit to bariatric patients. - The pool would be a gift to the community. - Cash generated from the new ORs and the Fitness Center would be in excess of \$2 million per year. 	<p>New York State Certificate of Need application for the new surgical suite including six new operatories, one of which will be constructed as a Hybrid Operating Room, relocation and renovation of Central Sterile Supply, construction of a MRI suite, and relocation of the Endoscopy suite. In Favor – 10 Opposed – 2 Passed</p> <p>Motion: A motion was made and second to authorize submission of a New York State Certificate of Need application for construction of a Health and Fitness Center with a lap pool on the Uihlein Campus in Lake Placid. In Favor – 7 Opposed – 6 Passed</p> <p>Motion: A motion was made and seconded to include equipment for a Hybrid Operating Room in the Master Facility Plan Capital Project. The exact cost is yet to be determined. In Favor – 10 Opposed – 2 Passed</p> <p>If any of the Certificate of Need applications are denied, the project should be resubmitted to the Board for review.</p>
--	---	---

**ADIRONDACK MEDICAL CENTER
d/b/a ADIRONDACK HEALTH**

BOARD OF TRUSTEES RESOLUTION

WHEREAS, the Board of Trustees of Adirondack Medical Center d/b/a Adirondack Health ("AH") has been convened in a special meeting, duly held on May 4, 2016; and

WHEREAS, AH submitted to the New York State Department of Health ("DOH") a certificate of need application for the construction, installation and equipping of an approximately 37,000 square-foot, two-level building addition on AH's Saranac Lake Campus in Franklin County, New York, to house a new surgical suite with six operating rooms, one of which will be a hybrid operating room and three procedures rooms, relocation of an existing endoscopy suite, a replacement MRI suite, and a new central sterile processing area, with an estimated project cost of \$19,420,651.00 (all of the foregoing, collectively, the "Saranac Lake Project") and which certificate of need approval has been obtained, a copy of which is attached to these Resolutions as Exhibit A; and

WHEREAS, AH submitted to DOH a certificate of need application for the construction, installation and equipping of an approximately 45,000 square-foot building on the Uihlein Living Center campus off of Old Military Road in the Town of North Elba, Essex County, New York, which building is to contain a health and medical fitness center with a pool, rehabilitation space and services, medical office space for private practice physicians, freestanding part-time Emergency Department, laboratory, radiology services, primary care center, dental center, and visiting physician office spaces with an estimated project cost of \$14,577,549.00 (all of the foregoing, collectively, the "Lake Placid Project") and which certificate of need approval has been obtained, a copy of which is attached to these Resolutions as Exhibit B; and

WHEREAS, AH is contemplating refinancing, defeasing and/or refunding the \$10,999,964.76 Franklin County Civic Development Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2012A (the "2012A Bonds") which has an outstanding principal balance of \$9,340,985.94 as of April 1, 2016, and which 2012A Bonds financed a project (the "2012A Project") for the benefit of AH consisting of (A) the refunding of the County of Franklin Industrial Development Agency Civic Facility Revenue Bonds (Adirondack Medical Center Project), Series 1999 (the "1999 Bonds"), the proceeds of which were used to (i) advance refund the New York State Medical Care Facilities Finance Agency General Hospital of Saranac Lake Project Revenue Bonds, 1990 Series A (the "1990 Bonds"), the proceeds of which were used to (a) reimburse General Hospital of Saranac Lake, as predecessor to AH, for a portion of the costs of constructing and equipping a new intensive care wing and a new emergency room facility, the renovation and expansion of an existing surgical area, the relocation of ambulatory surgery service and the expansion of a medical imaging area, all at AH's facility then located at Lake Colby Drive, now known as 2233 State Route 86, in the Town of Harrietstown, County of Franklin, New York, (b) refinancing certain taxable loans utilized to provide interim financing, (c) funding a debt service reserve fund for the 1990 Bonds, and (d) paying costs incidental to the issuance of the 1990 Bonds; (ii) funding the construction, renovation and equipping of certain facilities on an approximately 38-acre parcel of land (the

“Land”) owned by AH located on Lake Colby Drive, now known as 2233 State Route 86, in the Town of Harrietstown, County of Franklin, New York (the foregoing, collectively, the “Facility”); (iii) acquiring and installing certain equipment and machinery in the Facility (the “Equipment”) (the Land, the Facility and the Equipment are hereinafter referred to as the “1999 Facility”); and (iv) funding a certain debt service reserve fund for the 1999 Bonds and pay costs incidental to the issuance of the 1999 Bonds; (B) the refinancing of a taxable loan from NBT Bank, National Association to AH (the “Prior Loan”), the proceeds of which funded a project (the “2007 Facility”) consisting of (i) the renovation and expansion of AH’s nursing home located at 114 Wawbeek Avenue, Village of Tupper Lake, County of Franklin, New York (the “Nursing Home”) to reduce long-term care beds from 80 to 60, (ii) the addition of a dialysis unit to the Nursing Home, (iii) the relocation of AH’s Outpatient Physical Therapy and Rehabilitation Department from the Village of Tupper Lake, New York to the Nursing Home campus, and (iv) the construction of a new medical office building located at 7 Stetson Road, Village of Tupper Lake, New York (collectively, the “2007 Facility”); (C) the reimbursement of certain capital expenditures related to the construction of AH’s Wound Therapy & Hyperbaric Center, consisting of a two-story, 9,000-square-foot structure located at 285 County Route 47, Saranac Lake, New York (the “New Facility”) (the 1999 Facility, the 2007 Facility and the New Facility are hereinafter referred to as the “Project Facility”); (D) the funding of a debt service reserve fund, if any, to secure the 2012A Bonds; and (E) paying certain costs and expenses incidental to the issuance of the 2012A Bonds (all of the foregoing, collectively, the “Series 2012A Bond Refinancing”); and

WHEREAS, AH has executed and delivered a Master Trust Indenture and Security Agreement dated as of November 1, 2012 (“Master Indenture”) on behalf of itself as the sole member of the Obligated Group (as defined in the Master Indenture) and as Obligated Group Agent (as defined in the Master Indenture) on behalf of the Obligated Group, and Deutsche Bank Trust Company Americas, a New York banking corporation, as Master Trustee (the “Master Trustee”) for the purpose of issuing promissory notes, guaranties and other evidences of indebtedness or to evidence or secure other financial obligations (“Obligations”) as may be set forth and issued pursuant to a supplemental indenture to the Master Indenture (“Supplemental Indenture”); and

WHEREAS, it is anticipated that AH will need to finance (collectively, the “Financing”):

(A) the Saranac Lake Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Franklin County Civic Development Corporation (the “CDC”) and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the Saranac Lake Project in an amount not to exceed \$15,500,000.00 (the “SLP Not To Exceed Amount”), and

(B) the Lake Placid Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Essex County Capital Resource Corporation (the “CRC”) and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the Lake Placid Project in an amount not to exceed \$11,000,000.00 (the “LP Not To Exceed Amount”), and

(C) the Series 2012A Bond Refinancing by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the CDC, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the refinancing, defeasing and/or refunding of the 2012A Bonds in an approximate amount of \$9,600,000.00 (said \$9,600,000.00 amount with the SLP Not To Exceed Amount, the "\$25,100,000.00 CDC Not To Exceed Amount", and the \$25,100,000.00 CDC Not To Exceed Amount with the LP Not To Exceed Amount, the "\$36,100,000.00 Not To Exceed Amount"),

(the Lake Placid Project, the Saranac Lake Project and the Series 2012A Bond Refinancing collectively referred to as the "Projects"); and

WHEREAS, AH reasonably intends to cause the issuance of bonds or series of bonds other forms of tax-exempt and/or taxable obligations (collectively, the "2016 Bonds") in the aggregate principal amounts of the \$36,100,000.00 Not To Exceed Amount (a) for the purpose of paying the costs of certain components of the Lake Placid Project and the Saranac Lake Project, and (b) to refinance, defease and/or refund the 2012A Bonds; and

WHEREAS, AH is contemplating obtaining a working capital line of credit in an amount not to exceed \$2,000,000.00 ("Working Line of Credit"); and

WHEREAS, at the closing of the Financing and the Working Line of Credit, AH expects to issue one or more Obligations under the Master Indenture as security for all or some of the Financing, the 2016 Bonds and/or the Working Line of Credit; and

WHEREAS, it is anticipated that to obtain the Financing and/or the Working Line of Credit, AH may have to grant a mortgage on its real properties ("Mortgage"), grant security interests in and/or pledge its other properties and revenues as security for its payment obligations; and

WHEREAS, AH has received various responses to its requests for proposals with respect to the Financing and after due deliberation has chosen the terms presented by BBVA Compass Bank ("BBVA") as presented by BBVA in its response dated March 23, 2016, with certain modifications, a summary of said BBVA response with modifications having been presented to the Board and attached as Exhibit C (the "Response Summary"); and

WHEREAS, AH has received various responses to its requests for proposals with respect to the Working Line of Credit and after due deliberation AH has chosen to move forward with negotiating terms substantially as presented by either BBVA or NBT Bank as also summarized in the Response Summary, with the final determination to be made by AH Management and approved by the Executive Committee of AH; and

WHEREAS, AH in connection with the Financing may need to execute and deliver a loan commitment issued by BBVA in substantial conformance with the Response Summary as it pertains to the Financing (the "Loan Commitment"); and

WHEREAS, at the closing of the Financing, AH will execute, acknowledge and deliver one or more Supplemental Indentures, Obligation(s), loan agreement(s), installment sale agreement(s), building loan agreements(s), mortgage(s), pledge(s), security agreement(s), promissory note(s), tax regulatory/tax compliance agreement(s), bond purchase agreement(s), acknowledgement(s) of the trust indenture, continuing disclosure agreement(s), environmental compliance and indemnification agreement(s), and any other such documents and certificates relating to the sale and purchase of the 2016 Bonds, and any such documents, instruments, agreements and certificates as may be necessary to consummate these Resolutions and the transactions contemplated hereby, with such terms and provisions as have been agreed upon by an Authorized Officer (as hereinafter defined) as evidenced by the Authorized Officer's signature thereon (all of the foregoing, collectively, the "Financing Documents"); and

WHEREAS, in connection with the closing of the Financing, Adirondack Medical Center Foundation (the "Foundation") has been requested by AH to provide additional security for the Financing by having the Foundation execute and deliver one or more unconditional guaranties of AH's indebtedness and other payment obligations incurred thereunder, including the guaranty of the Obligations or guaranties directed to a bond trustee or to the issuer of the 2016 Bonds or as may otherwise be required to consummate the Financing (collectively, the "Guaranties"); and

WHEREAS, AH is the sole member of the Foundation and consents to such Guaranties; and

WHEREAS, at the closing of the Working Line of Credit, it is anticipated that AH may execute, acknowledge and deliver one or more Supplemental Indentures, Obligation(s), loan agreement(s), mortgage(s), pledge(s), security agreement(s), promissory note(s), tax regulatory/tax compliance agreement(s), and any other such documents and certificates relating to the Working Line of Capital, and any such documents, instruments, agreements and certificates as may be necessary to consummate these Resolutions and the transactions contemplated hereby, with such terms and provisions as have been agreed upon by an Authorized Officer as evidenced by the Authorized Officer's signature thereon (all of the foregoing, collectively the "Loan Documents"); and

WHEREAS, under the provisions of Treas. Reg. 1.150-2 promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), in order to be reimbursed for expenditures for the Projects from the proceeds of a tax-exempt obligation, AH must make a declaration of its official intent to be reimbursed not later than 60 days after the payment of any such expenditure; and

WHEREAS, in order to preserve the ability of AH to be reimbursed for such expenditures, the Board of Trustees hereby makes its declaration of official intent to reimburse on behalf of AH in accordance with Treas. Reg. 1.150-2 from the proceeds of a tax-exempt obligation and authorizes each Authorized Officer to execute any documents, certificates or instruments to effectuate such official intent to reimburse on behalf of AH in accordance with Treas. Reg. 1.150-2.

NOW, THEREFORE, BE IT

RESOLVED that the Board of Trustees of AH for itself and as the Obligated Group Agent hereby authorizes and approves the undertaking of the Projects, the Financing in the \$36,100,000.00 Not To Exceed Amount, the Working Line of Credit, including paying a portion of the costs incidental to the issuance of the 2016 Bonds, issuance costs of the 2016 Bonds, costs incidental to the Working Line of Credit, and any reserve funds as may be necessary to secure the 2016 Bonds; and be it further

RESOLVED, that the Board of Trustees of AH for itself and as the Obligated Group Agent hereby authorizes and approves of the BBVA terms as described in the Response Summary with respect to the Financing and the 2016 Bonds; provided, however, if the fixed rate for any series of the 2016 Bonds associated with the Lake Placid Project and/or the Saranac Lake Project exceeds three percent (3%) per annum, then the Executive Committee of AH is delegated the authority to and shall review, determine and act upon whether the fixed rate bond series shall exceed three percent (3%) per annum, and, provided further, that a determination of an issuance of any variable rate bond series as part of the 2016 Bonds with respect to the Lake Placid Project and/or the Saranac Lake Project and the determination of the aggregate amount of variable rate bonds up to \$5,000,000 and allocation of such bonds between the Lake Placid Project and the Saranac Lake Project and other terms and provisions shall be made by an Authorized Officer, such determination to be consistent with these Resolutions; and it is further

RESOLVED, that the Authorized Officers of AH are each authorized and directed to negotiate and approve non-material changes to the terms of the Working Line of Credit presented by BBVA and NBT Bank and execute any required loan commitment with respect thereto; provided, however, with respect to the choice of the Working Line of Credit lender and any substantial and material changes to the Working Line of Credit terms presented by each, such choice and substantial and material changes shall require either AH Board or Executive Committee of the AH Board review, action and approval prior to the execution of the Loan Documents, with any decision about whether a change or event is substantial or material being made by an Authorized Person in consultation with the Executive Committee of the AH Board and legal counsel; and be it further

RESOLVED that the Chairperson of the Board, the Treasurer of the Board, the President/Chief Executive Officer and the Chief Financial Officer of AH (each an "Authorized Officer") are each hereby authorized and directed to execute, acknowledge and deliver the Financing Documents and the Loan Documents, the Loan Commitment, a loan commitment for the Working Line of Credit, if required, and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate to effectuate the execution and delivery of the Financing Documents and the Loan Documents, the issuance and sale of the 2016 Bonds, and to consummate the transactions contemplated hereunder, and to do and perform such other and further acts and things, and to take such other steps, as may be necessary, advisable, convenient, and proper to carry out fully the intent and purpose of these resolutions; and be it further

RESOLVED that the execution and delivery of the Financing Documents and the Loan Documents by an Authorized Officer of AH be and hereby are approved and confirmed; and be it further

RESOLVED that the 2016 Bonds may be insured or uninsured and shall have such interest rates (fixed and/or variable), maturity date or dates, payment and pre-payment terms, redemption provisions, and other terms and provisions as have been agreed upon with the CDC or the CRC, as the case may be, and by an Authorized Officer consistent with these Resolutions; and be it further

RESOLVED that each Authorized Officer on behalf of the Obligated Group Agent is authorized to enter into, execute and deliver one or more Supplemental Indentures and Obligations in form and substance satisfactory to an Authorized Officer evidencing the payment obligations of AH (a) in an aggregate maximum principal amount not to exceed the principal amount 2016 Bonds and (b) in an aggregate maximum principal amount not to exceed the principal amount of the Working Line of Credit, and AH is hereby authorized to perform all of its obligations under the Obligations; and be it further

RESOLVED that any Resolution and Series Resolution of the CDC, and any amendments or supplements thereof, relating to the issuance of the Bonds, in form and substance satisfactory to an Authorized Officer, which has been or will be adopted by the CDC in connection with the issuance of the 2016 Bonds, are hereby approved; and be it further

RESOLVED that any Resolution and Series Resolution of the CRC, and any amendments or supplements thereof, relating to the issuance of the Bonds, in form and substance satisfactory to an Authorized Officer, which has been or will be adopted by the CRC in connection with the issuance of the 2016 Bonds, are hereby approved; and be it further

RESOLVED that each Authorized Officer is further authorized to grant such mortgages, pledges, liens and security interests (collectively, "Security Interests") as shall be satisfactory to such Authorized Officer and as are required to be granted by the Financing Documents and/or the Loan Documents, the Master Indenture, any Supplemental Indenture, any CDC Resolution or Series Resolution, or any CRC Resolution or Series Resolution, and to execute, acknowledge and deliver such documents as may be necessary to effect the granting thereof; and be it further

RESOLVED that such Security Interests may be pledged or granted to the Master Trustee to be held in trust for the holders of the Obligations and any future obligations issued under the Master Indenture, without preference or priority of any one obligation over any other obligation; and be it further

RESOLVED that such Security Interests may be pledged or granted to the lender of the Working Line of Credit, as may be permitted by the Master Indenture as supplemented, as security for the Working Line of Credit; and be it further

RESOLVED that the Board of Trustees of AH hereby authorizes and approves of the Guaranties by the Foundation and AH acknowledges and accepts the Guaranties; and be it further

RESOLVED that the Chairperson, the Vice Chairperson, Secretary, Treasurer and the Executive Director of the Foundation (each a "Foundation Authorized Officer") are each hereby authorized to execute, acknowledge and deliver the Guaranties and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate for the Foundation to issue the Guaranties and to otherwise guaranty the Financing, the Working Line of Credit and/or the Obligations, and to do and perform such other and further acts and things, and to take such other steps, as may be necessary, advisable, convenient, and proper to carry out fully the intent and purpose of these Resolutions (collectively, the "Foundation Documents"); and be it further

RESOLVED that the execution and delivery of the Foundation Documents by a Foundation Authorized Officer be and hereby are approved, ratified and confirmed; and be it further

RESOLVED that the Authorized Officers are hereby authorized to from time to time execute such agreements, certificates, instruments and other documents and take such actions as they deem convenient, necessary or desirable in order to implement these Resolutions; and be it further

RESOLVED that the actions of the Officers and Trustees of AH heretofore taken in the negotiation and execution of documents for the transactions contemplated hereunder are approved and ratified as of the date of this Resolution; and be it further

RESOLVED that AH makes a declaration of its official intent to be reimbursed for any expenditure made by AH in connection with the Saranac Lake Project, the Lake Placid Project, and the Series 2012A Bond Refinancing and from the tax-exempt proceeds of the 2016 Bonds as permitted under the provisions of Treas. Reg. 1.150-2 promulgated pursuant to the Code, and each Authorized Officer is hereby individually authorized on behalf of AH, from time to time, to make such declarations of official intent in conformity with, and containing all information required by, Treas. Reg. 1.150-2 and any other applicable provisions of the Federal Income Tax Regulations and the Code.

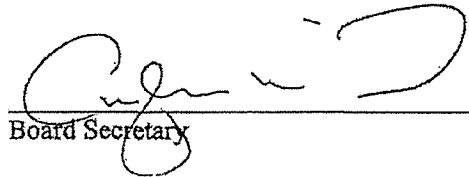
STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

I, the undersigned, Board Secretary of Adirondack Medical Center d/b/a Adirondack Health, do hereby certify:

1. That I have compared the foregoing resolutions of Adirondack Medical Center d/b/a Adirondack Health adopted at a special meeting of the Board of Trustees duly called and held on May 4, 2016, with the original thereof and the same is a true and complete copy of the proceedings of Adirondack Medical Center d/b/a Adirondack Health.


2. I further certify that the attached resolutions enacted by Adirondack Medical Center d/b/a Adirondack Health, was approved by not less than 2/3 of the members of the Board of Trustees and has not been amended or repealed and is in full force and effect on and as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunder set my hand on May 4, 2016.



Board Secretary

Dated: May 4, 2016


Board Secretary

{01186361}



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

December 14, 2015

Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue
White Plains, New York 10604

Re: 152093 C
Adirondack Medical Center-Saranac
Lake Site
Construct a new surgical suite with six (6)
new operating rooms, including one (1)
hybrid operating room, relocate an existing
endoscopy suite, and replace an existing MRI
suite
(\$19,704,621)

Dear Ms. Smyth:

The Department of Health proposes to approve the above application in accordance with the full review provisions set forth in 10 NYCRR section 710.1(c)(2). Approval of this application is subject to the enclosed contingencies first being satisfied. Also enclosed are confirmations of the approved capacity and a list of proposed services, if appropriate.

A certified check in the amount of \$107,772 must be sent within sixty (60) days of receipt of this letter to:

Barbara DelCogliano, Director, Bureau of Project Management
Center for Health Care Facility Planning, Licensure, and Finance
NYS Department of Health
Corning Tower, Room 1842
Empire State Plaza
Albany, New York 12237

In addition to contingencies, the Department proposes to approve this application with the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project, including any and all conditions pertaining to specified timeframes.

Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for any associated costs, unless all required written approvals are obtained. Before beginning any aspect of this project, you must complete the following steps:

- Enter a **complete** response to each **individual** contingency via the New York State Electronic Certificate of Need (NYSE-CON) system by the due date(s) reflected in the Contingencies Tab in NYSE-CON.

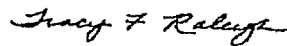
Failure to meet the due date(s) could result in the project being abandoned as set forth in 10 NYCRR Section 710.10 (c) (1)

- Receive written approval from the Center for Health Care Planning, Licensure and Finance indicating satisfaction of the contingencies.
- If the subject facility is currently in operation, you must develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Prevention Association (NFPA) 101 Life Safety Code (2000 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without prior approval by the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project must receive prior approval from the Department and may require a new or amended application.

If you have any questions concerning this letter, please contact the Bureau of Project Management at (518) 402-0911.

Sincerely,



Tracy F. Raleigh
Director
Center for Health Care Facility Planning,
Licensure and Finance

Enclosures

152093-C Adirondack Medical Center-Saranac Lake Site

Approval contingent upon:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed loan commitment, acceptable to the Department. [BFA]
3. The submission of State Hospital Code (SHC) Drawings for review and approval, as described in BAER Drawing Submission Guidelines DSG-02 SHC Hospitals. [AER]

Approval conditional upon:

1. The project must be completed within three years from the date of the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. Submission of final construction documents in accordance with 10 NYCRR Section 710.7. [AER]
3. Construction must start on or before April 15, 2016 and construction must be completed by August 1, 2017, presuming approval to start construction is granted prior to commencement. In accordance with 10 NYCRR Section 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

January 26, 2016

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue
White Plains, New York 10604

Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid
(\$12,099,157)

Dear Ms. Smyth:

The Department of Health approves the above application in accordance with the administrative review provisions set forth in 10 NYCRR section 710.1(c)(3).

Approval of this application is subject to the enclosed contingencies first being satisfied. Before beginning any aspect of this project, you must:

- Enter a complete response to each individual contingency via the New York State Electronic Certificate of Need (NYSE-CON) system by the due date(s) reflected in the Contingencies Tab in NYSE-CON. Failure to meet the due date(s) could result in the project being abandoned as set forth in 10 NYCRR section 710.10 (c)(1).
- Receive written approval from the Center for Health Care Facility Planning, Licensure and Finance indicating satisfaction of the contingencies.

In addition to the contingencies, the Department approves this application with the enclosed condition(s).

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without the prior approval of the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

You are responsible for ensuring this project is completed within **three** years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval.

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Corning Tower, Room 1842, Empire State Plaza, Albany, New York 12237.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Abel", written in a cursive style.

Charles P. Abel
Deputy Director
Center for Health Care Facility
Planning, Licensure and Finance

Enclosure

CONTINGENCIES:

1. Submission of a check for the amount of \$36,183, payable to the New York State Department of Health. The check must be mailed to the Bureau of Project Management, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237. A copy of the check must also be uploaded into NYSE-CON. [PMU]
2. Submission of documentation that the Bureau of Community Environmental Health and Food Protection has reviewed and approved the pool plans. [PMU]
3. Submission of an executed loan commitment, acceptable to the Department of Health. [BFA]
4. The submission of State Hospital Code (SHC) Drawings for review and approval, as described in BAER Drawing Submission Guidelines DSG-03. The following items are expected to be addressed in the SHC level documentation submitted:
 - Missing Isolation Toilet room door and Patient Toilet room sink of the Emergency Department.
 - Clarification on fully enclosed exit Stair 2 based on actual construction and meeting NFPA 101.
 - Exclusion of enclosed spaces (Public Toilets and opening of Registration space, 1st floor, and Reception, 2nd floor) from intended communicating space. [AER]

CONDITIONS:

1. This project must be completed within three years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, as described in BAER Drawing Submission Guidelines DSG-05, is required prior to the applicant's start of construction. [AER]
7. Construction must start on or before April 15, 2016 and construction must be completed by August 1, 2017, presuming approval to start construction is granted prior to commencement. In accordance with 10 NYCRR Part 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates. [AER]

EXHIBIT C

RESPONSE SUMMARY

PROJECT FINANCING PROPOSED BY BBVA

Borrower: Adirondack Medical Center ("AMC")

Guarantor: Adirondack Medical Center Foundation ("AH Foundation")

Lender: BBVA Compass or Compass Mortgage Corporation ("Bank" or "Lender")

Amount:

- A) Up to \$26,500,000 in a tax exempt construction to permanent mortgage (Construction Projects)
- B) Up to \$9,600,000 in a tax exempt term loan (Series 2012A Bond refinancing)

Maturity:

- A) 10 years from closing date
- B) 13 years from closing date

Structure & Payments:

- A) \$26,500,000 will be available and fully funded into an escrow account at closing with interest only basis for 24 months, payable monthly. Thereafter, AMC will make monthly principal & interest payments based on a 25 year mortgage style amortization schedule.
- B) Principal and interest payable annually based on the current Series 2012 A-Refunding Bond Debt Service schedule.

Pricing:

A): Fixed Rate for 10 years. The indicative rate, if fixed and closed on March 23, 2016 would have been 2.69%. Such rate shall fluctuate until closing. Fixed Rate Bond Series may be prepaid at any time subject to Bank standard "Make-Whole". This may or may not include a prepayment premium based on then existing market conditions.

Up to \$5,000,000 of the \$26,500,000 available for the Construction Projects may be a Variable Rate Bond Series for 10 years based upon an interest rate of 65% of LIBOR plus 240 Basis Points. Said Variable Rate Bond Series may be prepaid at any time and shall not be subject to Bank standard "Make-Whole" or prepayment premium.

B): Fixed Rate for 13 years. The indicative rate, if fixed and closed on March 23, 2016 would have been 2.69%. Such rate shall fluctuate until closing. Fixed Rate Bond Series may be prepaid at any time subject to Bank standard "Make-Whole". This may or may not include a prepayment premium based on then existing market conditions.

Security/Collateral:

All credit facilities to be secured with parity obligations issued under the Master Trust Indenture ("MTI")... All credit facilities to be cross-defaulted with any other debts of Borrower.

Covenants:

Covenants governing these borrowings will include, but not be limited to, the following:

- a) Minimum Debt Service Coverage Ratio of 1.20X, measured annually.
- b) Minimum Liquidity of 50 days cash on hand, tested semi-annually.


Reporting Requirements:

- a) Annual audited financial statements due within 150 days of fiscal year-end
- b) Quarterly unaudited financial statements within 60 days of quarter-end
- c) Annual Budget (for the succeeding year) within 120 days of each fiscal year-end.
- d) Periodic, at minimum quarterly, project and construction updates during construction period.
- e) Compliance Certificate and covenant calculation executed by CFO within 150 days of fiscal year-end and 60 days of semi-annual testing periods.

Summary of Variable Rate Options: Operating Line of Credit

	B2W Compass Bank	NEFBank
Commitment Amount:	\$2.0MM	\$2.0MM
Structure:	Variable Rate; On Demand	Variable Rate; On Demand
Term (Years):	3	On Demand
Rate:	2.43%; 1M LIBOR + 2.0%	2.43%; 1M LIBOR + 2.0%
Redemption:	N/A	N/A
Ancillary Business:	Primary depository accounts	Primary depository accounts
Fees:	Commitment Fee: N/A; Legal/Other: At cost to AH	Commitment Fee: N/A; Legal/Other: At cost to AH
Proposal Benefits:	Aggressive pricing	Aggressive pricing
Proposal Considerations:	Amount of ancillary business	Amount of ancillary business

Dated: May 4, 2016



Board Secretary

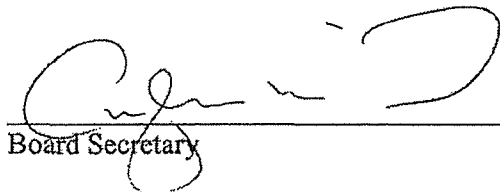
STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

I, the undersigned, Board Secretary of Adirondack Medical Center d/b/a Adirondack Health, do hereby certify:

1. That I have compared the foregoing resolutions of Adirondack Medical Center d/b/a Adirondack Health adopted at a special meeting of the Board of Trustees duly called and held on May 4, 2016, with the original thereof and the same is a true and complete copy of the proceedings of Adirondack Medical Center d/b/a Adirondack Health.

2. I further certify that the attached resolutions enacted by Adirondack Medical Center d/b/a Adirondack Health, was approved by not less than 2/3 of the members of the Board of Trustees and has not been amended or repealed and is in full force and effect on and as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunder set my hand on May 4, 2016.



Board Secretary

**ADIRONDACK MEDICAL CENTER
d/b/a ADIRONDACK HEALTH**

BOARD OF TRUSTEES RESOLUTION

WHEREAS, the Board of Trustees of Adirondack Medical Center d/b/a Adirondack Health (“AH”) has been convened in a regularly scheduled meeting, duly held on September 29, 2016; and

WHEREAS, AH submitted to the New York State Department of Health (“DOH”) a certificate of need application for the construction, installation and equipping of an approximately 37,000 square-foot, two-level building addition on AH’s Saranac Lake Campus in Franklin County, New York, to house a new surgical suite with six operating rooms, one of which will be a hybrid operating room and three procedures rooms, relocation of an existing endoscopy suite, a replacement MRI suite, and a new central sterile processing area (all of the foregoing, collectively, the “Saranac Lake Project”) and which certificate of need approval has been obtained; and

WHEREAS, AH submitted to DOH a certificate of need application for the construction, installation and equipping of an approximately 45,000 square-foot building on the Uihlein Living Center campus off of Old Military Road in the Town of North Elba, Essex County, New York, which building is to contain a health and medical fitness center with a pool, rehabilitation space and services, medical office space for private practice physicians, freestanding part-time Emergency Department, laboratory, radiology services, primary care center, dental center, and visiting physician office (all of the foregoing, collectively, the “Lake Placid Project”) and which certificate of need approval has been obtained; and

WHEREAS, AH is refinancing, defeasing and/or refunding the \$10,999,964.76 Franklin County Civic Development Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2012A (the “2012A Bonds”) (the “Series 2012A Bond Refinancing”); and

WHEREAS, AH has executed and delivered a Master Trust Indenture and Security Agreement dated as of November 1, 2012 (“Master Indenture”) on behalf of itself as the sole member of the Obligated Group (as defined in the Master Indenture) and as Obligated Group Agent (as defined in the Master Indenture) on behalf of the Obligated Group, and Deutsche Bank Trust Company Americas, a New York banking corporation (the predecessor to U.S. Bank National Association, as Master Trustee), as Master Trustee (the “Master Trustee”) for the purpose of issuing promissory notes, guaranties and other evidences of indebtedness or to evidence or secure other financial obligations (“Obligations”) as may be set forth and issued pursuant to a supplemental indenture to the Master Indenture (“Supplemental Indenture”); and

WHEREAS, AH is financing (collectively, the “Financing”):

(A) the Saranac Lake Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Franklin County Civic Development Corporation (the “CDC”) and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be

necessary to secure such bonds in order to undertake the Saranac Lake Project in an amount not to exceed \$15,500,000.00 (the "SLP Not To Exceed Amount"), and

(B) the Lake Placid Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Essex County Capital Resource Corporation (the "CRC") and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the Lake Placid Project in an amount not to exceed \$11,000,000.00 (the "LP Not To Exceed Amount"), and

(C) the Series 2012A Bond Refinancing by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the CDC, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the refinancing, defeasing and/or refunding of the 2012A Bonds in an approximate amount of \$9,600,000.00 (said \$9,600,000.00 amount with the SLP Not To Exceed Amount, the "\$25,100,000.00 CDC Not To Exceed Amount", and the \$25,100,000.00 CDC Not To Exceed Amount with the LP Not To Exceed Amount, the "\$36,100,000.00 Not To Exceed Amount"),

(the Lake Placid Project, the Saranac Lake Project and the Series 2012A Bond Refinancing collectively referred to as the "Projects"); and

WHEREAS, AH reasonably intends to cause the issuance of bonds or series of bonds or other forms of tax-exempt and/or taxable obligations (collectively, the "2016 Bonds") in the aggregate principal amounts of the \$36,100,000.00 Not To Exceed Amount (a) for the purpose or paying the costs of certain components of the Lake Placid Project and the Saranac Lake Project, and (b) to refinance, defease and/or refund the 2012A Bonds; and

WHEREAS, at the closing of the Financing and the 2016 Bonds, AH expects to issue one or more Obligations under the Master Indenture as security for all or some of the Financing and the 2016 Bonds; and

WHEREAS, at the closing of the Financing and the 2016 Bonds, AH will execute, acknowledge and deliver one or more Supplemental Indentures, Obligation(s), loan agreement(s), installment sale agreement(s), building loan agreements(s), mortgage(s), pledge(s), security agreement(s), promissory note(s), tax regulatory/tax compliance agreement(s), bond purchase agreement(s), acknowledgement(s) of the trust indenture, continuing disclosure agreement(s), environmental compliance and indemnification agreement(s), and any other such documents and certificates relating to the sale and purchase of the 2016 Bonds, and any such documents, instruments, agreements and certificates as may be necessary to consummate these Resolutions and the transactions contemplated hereby, with such terms and provisions as have been agreed upon by an Authorized Officer (as hereinafter defined) as evidenced by the Authorized Officer's signature thereon (all of the foregoing, collectively, the "Financing Documents"); and

WHEREAS, the AH Board has previously approved the Projects, the Financing, the 2016 Bonds, the Financing Documents, and the selection of BBVA Compass Bank and/or its affiliates

including Compass Mortgage Corporation as the institution funding the Projects and the purchase of the 2016 Bonds; and

WHEREAS, the Master Indenture permits the issuance of and entering into Supplemental Indentures to cure any ambiguity or formal defect or omission in the Master Indenture which shall not have a material adverse effect to the Holders of any Obligations and to correct or supplement any provision of the Master Indenture which may be inconsistent with any other provision of the Master Indenture, or to make any other provisions with respect to matters or questions arising under the Master Indenture and which shall not materially and adversely affect the interests of the Holders of the Obligations; and

WHEREAS, the Master Indenture uses the term "Security" in its Schedule of Definitions and uses said term "Security" in certain part(s) of the Master Indenture where the term "Collateral" should be used and such use of the term "Security" being either inapplicable, inconsistent or ambiguous; and

WHEREAS, AH desires to cure and correct this matter by removing the term "Security" in the Master Indenture's Schedule of Definitions and replacing the term "Security" with the term "Collateral" in the appropriate section(s) of the Master Indenture, including Section 5.03(C)(14)(c) through the issuance of a Supplemental Indenture ("Corrective Supplemental Indenture").

NOW, THEREFORE, BE IT

RESOLVED, that the Corrective Supplemental Indenture to the Master Indenture is approved, authorized and consented to; and be it further

RESOLVED, that the Chairperson of the Board, the Treasurer of the Board, the President/Chief Executive Officer and the Chief Financial Officer of AH (each an "Authorized Officer") are each hereby authorized and directed to execute, acknowledge and deliver the documents necessary to implement the Corrective Supplemental Indenture to the Master Indenture and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate to effectuate the execution and delivery of the Corrective Supplemental Indenture, and to consummate the transactions contemplated hereunder, and to do and perform such other and further acts and things, and to take such other steps, as may be necessary, advisable, convenient and proper to carry out fully the intent and purpose of these Resolutions; and be it further

RESOLVED, that the execution and delivery of the Corrective Supplemental Indenture by an Authorized Officer of AH be and hereby are approved and confirmed; and be it further

RESOLVED, that each Authorized Officer on behalf of the Obligated Group Agent is authorized to enter into, execute and deliver one or more Corrective Supplemental Indentures in form and substance satisfactory to an Authorized Officer consistent with these Resolutions, and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate to effectuate the execution and delivery of the Corrective Supplemental Indenture, and to consummate the transactions contemplated hereunder, and to do and perform such other


and further acts and things, and to take such other steps, as may be necessary, advisable, convenient and proper to carry out fully the intent and purpose of these Resolutions; and be it further

RESOLVED, that the Authorized Officers are hereby authorized to from time to time execute such agreements, certificates, instruments and other documents and take such actions as they deem convenient, necessary or desirable in order to implement these Resolutions; and be it further

RESOLVED, that the actions of the Officers and Trustees of AH heretofore taken in the negotiation and execution of documents for the transactions contemplated hereunder are approved and ratified as of the date of these Resolutions; and be it further

RESOLVED, that these Resolutions supplement prior resolutions of the Board with respect to the Financing and the 2016 Bonds and do not replace or supersede such prior resolutions, and such prior resolutions of the Board are ratified and confirmed.

Dated: September 29, 2016


Board Secretary

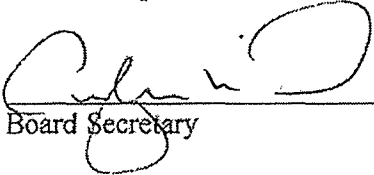
STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

I, the undersigned, Board Secretary of Adirondack Medical Center, do hereby certify:

1. That I have compared the foregoing resolution of Adirondack Medical Center dated September 29, 2016, with the original thereof and the same is a true and complete copy of the proceedings of the Adirondack Medical Center.

2. I further certify that the attached resolution enacted by the Adirondack Medical Center was approved by not less than a majority of the members of the Board of Trustees and has not been amended or repealed and is in full force and effect on and as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunder set my hand on September 29, 2016.



Board Secretary

ADIRONDACK HEALTH – Joint Meeting of Board of Trustees & Finance Committee Minutes

Date: Thursday, June 15, 2017

Location: Saranac Lake

Recorded by: Mary Daniels

Page 1

Present: Cheryl Maid, Jeannie Cross, Randy Quayle, Chris Ericson,

Present by Telephone: Glenn Keet, Doug Hoffman,

Also Present: Ray Agnew (by phone), Peter Beatty (by phone), Rebecca Leahy, Sylvia Getman, Tristan Glanville, Dana Kellerman, Dr. Darci Beiras, Aaron Kramer, Robert Laba, Mary Daniels

TOPIC/AGENDA	FINDINGS/CONCLUSIONS	RECOMMENDATIONS/ACTIONS
FINANCE COMMITTEE CALL TO ORDER	Cheryl Maid, Finance Committee Chair, called the meeting to order at 5:30 p.m.	
LAKE PLACID BUILDING PROJECT REVIEW	<p>Tristan Glanville, Chief Financial Officer, and Robert Laba, AVP of Finance, provided a presentation on the Lake Placid building project cost and funding including a review of key dates and cost escalation from the schematic design phase in 2015. The current pre-bid estimate is a total of \$19,608,807 of which \$14,592,398 is CON space, which includes \$750,000 in “soft cost” contingency funds.</p> <p>Project funding was reviewed:</p> <ul style="list-style-type: none"> - AH Foundation - \$2,700,000 - Grants - \$2,000,000 - AMC Cash - \$5,408,807 - Bonds - \$9,500,000 	
	The bond funds borrowed for the Saranac Lake construction project cannot be invested in an investment account due to tax exempt status. Currently, the bond proceeds are in a corporate money market account at BBVA Compass to be drawn down as needed.	
	<p>Management made a recommendation to proceed with the Lake Placid building project as advised by the CON consultants and outlined in the presentation:</p> <ul style="list-style-type: none"> - Execute the construction agreement with DEW Construction. - Proceed with the bond closing. - Set a do not exceed amount of \$19,700,000 	Motion: A motion was made and seconded to recommend Board of Trustees approval to proceed with the Lake Placid building project as outlined. Passed
ADJOURN	The Finance Committee meeting adjourned at 6:25 p.m.	

ADIRONDACK HEALTH - Board of Trustees Meeting Minutes

Date: 6/20/17

TOPIC/AGENDA	FINDINGS/CONCLUSIONS	RECOMMENDATIONS/ACTIONS
BOARD OF TRUSTEES CALL TO ORDER	Jeannie Cross called the meeting to order at 6:30 p.m.	
<p>Present: Jeannie Cross, Cheryl Maid, Randy Quayle, Chris Ericson, Rebecca Leahy, Sylvia Getman Present by Telephone: Glenn Keet, Ray Agnew, Doug Hoffman, Peter Beatty Also Present: Tristan Glanville, Dana Kellerman, Dr. Darci Beiras, Aaron Kramer, Robert Laba, Mary Daniels</p>		
LAKE PLACID BUILDING PROJECT	<p>The Finance Committee made a recommendation to proceed with the Lake Placid building project as follows:</p> <ul style="list-style-type: none"> - Execute the construction agreement with DEW Construction. - Proceed with the bond closing. - Set a do not exceed amount of \$19,700,000 	<p>Motion: A motion was made and seconded to proceed with the Lake Placid building project as outlined at a cost not to exceed \$19,700,000. Passed</p> <p>It was noted that a new bond resolution may be needed if the interest rate is higher than contemplated in the original resolution.</p>
	<p>Project funding was reviewed:</p> <ul style="list-style-type: none"> - AH Foundation - \$2,700,000 - Grants - \$2,000,000 - AMC Cash - \$5,408,807 - Bonds - \$9,500,000 	
	Discussion included the increase in cost of \$1,600,000 since the last review, the possibility of additional escalation in cost, and the impact on funds available for other capital needs.	
ADJOURN	There being no further business, the meeting adjourned at 6:40 p.m.	

Recorded by:

Submitted by:

Mary Daniels
Recording Secretary

Cheryl Maid
Secretary/Treasurer

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
G.P.O. BOX 1680
BROOKLYN, NY 11202

DEPARTMENT OF THE TREASURY

Date: JAN 21 1992

ADIRONDACK MEDICAL CENTER
PO BOX 471 LAKE COLBY DRIVE
SARANAC LAKE, NY 12988

Employer Identification Number:
14-1731786

Contact Person:
TERRY EVANS

Contact Telephone Number:
(718) 780-4532

Accounting Period Ending:
December 31

Form 990 Required:
yes

Addendum Applies:
yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(iii).

If your sources of support, or your purposes, character, or method of operation changes, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (00/CG)

ADIRONDACK MEDICAL CENTER

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is January 1, 1991.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your

ADIRONDACK MEDICAL CENTER

continued exemption; you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

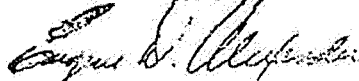
If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Eugene D. Alexander
District Director

Addendum

ST-119 (1/87) State of New York - Department of Taxation and Finance - Exempt Organization Section, Taxpayer Assistance Bureau

EXEMPT ORGANIZATION CERTIFICATE

The organization named below is exempt from payment of the New York State and local sales and use tax.

The number shown on this certificate must be entered on any Exempt Organization Certification (ST-119.1) presented to a vendor. If this certificate is lost or destroyed, you may obtain a replacement by notifying the Taxpayer Assistance Bureau.

This certificate does not require renewal and will remain in effect unless it is revoked or cancelled. Exempt status may be revoked for any reason constituting misuse of the authority granted under this certificate.

Adirondack Medical Center
c/o Patrick M. Facteau
PO Box 471 Lake Colby Dr
Saranac Lake, NY 12983

CERTIFICATE NUMBER

EX 198531

DATE ISSUED

March 11, 1991

NOT TRANSFERABLE - RETAIN IN YOUR FILES



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

September 29, 2017

Iseman Cunningham
Riester & Hyde LLP
Attorneys and Counselors at Law
9 Thurlow Terrace
c/o Richard A. Frankel
Albany, New York 12203

Dear Mr. Frankel:

Re: Financing for Adirondack Medical Center
CON Projects 152092 and 152093

This is in response to your inquiry on September 26, 2017 regarding the second tranche of your financing. The Department of Health approves the proposed second bond financing consistent with the attached sizing documents and Adirondack Medical Center may close on this transaction. Please advise the Department of any substantial changes in the financing structure for prior review and approval. This authorization expires ninety days from the date of this letter if closing has not yet occurred.

If you have any questions, please contact me at (518) 402-0967.

Sincerely,

Charles P. Abel
Deputy Director
Center of Health Care Facility Planning,
Licensure, and Finance

Cc: Daybook
J. Valitutto
Project Management

BOND PRICING

Essex County Capital Resource Corporation
 Multi-Mode Revenue Bonds, Series 2017
 (Adirondack Medical Center Project)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Series 2017 Term Bond:	10/01/2044	9,500,000	2.790%	2.790%	100.000
		9,500,000			

Dated Date	10/05/2017		
Delivery Date	10/05/2017		
First Coupon	11/01/2017		
Par Amount	9,500,000.00		
Original Issue Discount	-		
Production	9,500,000.00	100.000000%	
Underwriter's Discount	-		
Purchase Price	9,500,000.00	100.000000%	
Accrued Interest	-		
Net Proceeds	9,500,000.00		

BOND DEBT SERVICE

Essex County Capital Resource Corporation
 Multi-Mode Revenue Bonds, Series 2017
 (Adirondack Medical Center Project)

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2017	-	-	41,230.00	41,230.00
12/31/2018	-	-	265,050.00	265,050.00
12/31/2019	44,000	2.790%	264,998.85	308,998.85
12/31/2020	266,000	2.790%	260,444.18	526,444.18
12/31/2021	276,000	2.790%	252,871.68	528,871.68
12/31/2022	284,000	2.790%	245,106.16	529,106.16
12/31/2023	290,000	2.790%	237,091.88	527,091.88
12/31/2024	300,000	2.790%	228,849.78	528,849.78
12/31/2025	309,000	2.790%	220,396.10	529,396.10
12/31/2026	316,000	2.790%	211,691.30	527,691.30
12/31/2027	324,000	2.790%	202,735.38	526,735.38
12/31/2028	336,000	2.790%	193,542.36	529,542.36
12/31/2029	345,000	2.790%	184,084.24	529,084.24
12/31/2030	354,000	2.790%	174,354.09	528,354.09
12/31/2031	363,000	2.790%	164,351.93	527,351.93
12/31/2032	374,000	2.790%	154,075.46	528,075.46
12/31/2033	384,000	2.790%	143,489.76	527,489.76
12/31/2034	396,000	2.790%	132,622.68	528,622.68
12/31/2035	407,000	2.790%	121,446.38	528,446.38
12/31/2036	418,000	2.790%	109,960.90	527,960.90
12/31/2037	430,000	2.790%	98,145.23	528,145.23
12/31/2038	442,000	2.790%	85,994.80	527,994.80
12/31/2039	455,000	2.790%	73,486.33	528,486.33
12/31/2040	467,000	2.790%	60,638.36	527,638.36
12/31/2041	481,000	2.790%	47,430.00	528,430.00
12/31/2042	495,000	2.790%	33,849.70	528,849.70
12/31/2043	509,000	2.790%	19,869.46	528,869.46
12/31/2044	435,000	2.790%	5,591.64	440,591.64
	9,500,000		4,233,398.63	13,733,398.63

BOND DEBT SERVICE

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/05/2017	-	-	-	-	-
11/01/2017	-	-	19,142.50	19,142.50	-
12/01/2017	-	-	22,087.50	22,087.50	-
12/31/2017	-	-	-	-	41,230.00
01/01/2018	-	-	22,087.50	22,087.50	-
02/01/2018	-	-	22,087.50	22,087.50	-
03/01/2018	-	-	22,087.50	22,087.50	-
04/01/2018	-	-	22,087.50	22,087.50	-
05/01/2018	-	-	22,087.50	22,087.50	-
06/01/2018	-	-	22,087.50	22,087.50	-
07/01/2018	-	-	22,087.50	22,087.50	-
08/01/2018	-	-	22,087.50	22,087.50	-
09/01/2018	-	-	22,087.50	22,087.50	-
10/01/2018	-	-	22,087.50	22,087.50	-
11/01/2018	-	-	22,087.50	22,087.50	-
12/01/2018	-	-	22,087.50	22,087.50	-
12/31/2018	-	-	-	-	265,050.00
01/01/2019	-	-	22,087.50	22,087.50	-
02/01/2019	-	-	22,087.50	22,087.50	-
03/01/2019	-	-	22,087.50	22,087.50	-
04/01/2019	-	-	22,087.50	22,087.50	-
05/01/2019	-	-	22,087.50	22,087.50	-
06/01/2019	-	-	22,087.50	22,087.50	-
07/01/2019	-	-	22,087.50	22,087.50	-
08/01/2019	-	-	22,087.50	22,087.50	-
09/01/2019	-	-	22,087.50	22,087.50	-
10/01/2019	-	-	22,087.50	22,087.50	-
11/01/2019	22,000	2.790%	22,087.50	44,087.50	-
12/01/2019	22,000	2.790%	22,036.35	44,036.35	-
12/31/2019	-	-	-	-	308,998.65
01/01/2020	22,000	2.790%	21,985.20	43,985.20	-
02/01/2020	22,000	2.790%	21,934.05	43,934.05	-
03/01/2020	22,000	2.790%	21,882.90	43,882.90	-
04/01/2020	22,000	2.790%	21,831.75	43,831.75	-
05/01/2020	22,000	2.790%	21,780.60	43,780.60	-
06/01/2020	22,000	2.790%	21,729.45	43,729.45	-
07/01/2020	22,000	2.790%	21,678.30	43,678.30	-
08/01/2020	22,000	2.790%	21,627.15	43,627.15	-
09/01/2020	22,000	2.790%	21,576.00	43,576.00	-
10/01/2020	22,000	2.790%	21,524.85	43,524.85	-
11/01/2020	23,000	2.790%	21,473.70	44,473.70	-
12/01/2020	23,000	2.790%	21,422.55	44,422.55	-
12/31/2020	-	-	-	-	526,444.18
01/01/2021	23,000	2.790%	21,366.75	44,366.75	-
02/01/2021	23,000	2.790%	21,313.28	44,313.28	-
03/01/2021	23,000	2.790%	21,259.80	44,259.80	-
04/01/2021	23,000	2.790%	21,206.33	44,206.33	-
05/01/2021	23,000	2.790%	21,152.85	44,152.85	-
06/01/2021	23,000	2.790%	21,099.38	44,099.38	-
07/01/2021	23,000	2.790%	21,045.90	44,045.90	-
08/01/2021	23,000	2.790%	20,992.43	43,992.43	-
09/01/2021	23,000	2.790%	20,938.95	43,938.95	-
10/01/2021	23,000	2.790%	20,885.48	43,885.48	-
11/01/2021	23,000	2.790%	20,832.00	43,832.00	-
12/01/2021	23,000	2.790%	20,778.53	43,778.53	-
12/31/2021	-	-	-	-	528,871.68
01/01/2022	23,000	2.790%	20,725.05	43,725.05	-
02/01/2022	23,000	2.790%	20,671.58	43,671.58	-
03/01/2022	23,000	2.790%	20,618.10	43,618.10	-
04/01/2022	23,000	2.790%	20,564.63	43,564.63	-
05/01/2022	24,000	2.790%	20,511.15	44,511.15	-
06/01/2022	24,000	2.790%	20,455.35	44,455.35	-
07/01/2022	24,000	2.790%	20,399.55	44,399.55	-
08/01/2022	24,000	2.790%	20,343.75	44,343.75	-
09/01/2022	24,000	2.790%	20,287.95	44,287.95	-
10/01/2022	24,000	2.790%	20,232.15	44,232.15	-
11/01/2022	24,000	2.790%	20,176.35	44,176.35	-
12/01/2022	24,000	2.790%	20,120.55	44,120.55	-
12/31/2022	-	-	-	-	529,106.16
01/01/2023	24,000	2.790%	20,064.75	44,064.75	-
02/01/2023	24,000	2.790%	20,008.95	44,008.95	-
03/01/2023	24,000	2.790%	19,953.15	43,953.15	-
04/01/2023	24,000	2.790%	19,897.35	43,897.35	-
05/01/2023	24,000	2.790%	19,841.55	43,841.55	-
06/01/2023	24,000	2.790%	19,785.75	43,785.75	-
07/01/2023	24,000	2.790%	19,729.95	43,729.95	-
08/01/2023	24,000	2.790%	19,674.15	43,674.15	-
09/01/2023	24,000	2.790%	19,618.35	43,618.35	-
10/01/2023	24,000	2.790%	19,562.55	43,562.55	-
11/01/2023	25,000	2.790%	19,506.75	44,506.75	-
12/01/2023	25,000	2.790%	19,448.63	44,448.63	-
12/31/2023	-	-	-	-	527,091.88
01/01/2024	25,000	2.790%	19,390.50	44,390.50	-
02/01/2024	25,000	2.790%	19,332.38	44,332.38	-
03/01/2024	25,000	2.790%	19,274.25	44,274.25	-
04/01/2024	25,000	2.790%	19,216.13	44,216.13	-
05/01/2024	25,000	2.790%	19,158.00	44,158.00	-

BOND DEBT SERVICE

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024	25,000	2.790%	19,099.88	44,099.88	-
07/01/2024	25,000	2.790%	19,041.75	44,041.75	-
08/01/2024	25,000	2.790%	18,983.63	43,983.63	-
09/01/2024	25,000	2.790%	18,925.50	43,925.50	-
10/01/2024	25,000	2.790%	18,867.38	43,867.38	-
11/01/2024	25,000	2.790%	18,809.25	43,809.25	-
12/01/2024	25,000	2.790%	18,751.13	43,751.13	-
12/31/2024	-	-	-	-	528,849.78
01/01/2025	25,000	2.790%	18,693.00	43,693.00	-
02/01/2025	25,000	2.790%	18,634.88	43,634.88	-
03/01/2025	25,000	2.790%	18,576.75	43,576.75	-
04/01/2025	26,000	2.790%	18,518.63	44,518.63	-
05/01/2025	26,000	2.790%	18,458.18	44,458.18	-
06/01/2025	26,000	2.790%	18,397.73	44,397.73	-
07/01/2025	26,000	2.790%	18,337.28	44,337.28	-
08/01/2025	26,000	2.790%	18,276.83	44,276.83	-
09/01/2025	26,000	2.790%	18,216.38	44,216.38	-
10/01/2025	26,000	2.790%	18,155.93	44,155.93	-
11/01/2025	26,000	2.790%	18,095.48	44,095.48	-
12/01/2025	28,000	2.790%	18,035.03	44,035.03	-
12/31/2025	-	-	-	-	529,398.10
01/01/2026	26,000	2.790%	17,974.58	43,974.58	-
02/01/2026	26,000	2.790%	17,914.13	43,914.13	-
03/01/2026	26,000	2.790%	17,853.68	43,853.68	-
04/01/2026	26,000	2.790%	17,793.23	43,793.23	-
05/01/2026	26,000	2.790%	17,732.78	43,732.78	-
06/01/2026	26,000	2.790%	17,672.33	43,672.33	-
07/01/2026	26,000	2.790%	17,611.88	43,611.88	-
08/01/2026	26,000	2.790%	17,551.43	43,551.43	-
09/01/2026	27,000	2.790%	17,490.98	44,490.98	-
10/01/2026	27,000	2.790%	17,428.20	44,428.20	-
11/01/2026	27,000	2.790%	17,365.43	44,365.43	-
12/01/2026	27,000	2.790%	17,302.65	44,302.65	-
12/31/2026	-	-	-	-	527,691.30
01/01/2027	27,000	2.790%	17,239.88	44,239.88	-
02/01/2027	27,000	2.790%	17,177.10	44,177.10	-
03/01/2027	27,000	2.790%	17,114.33	44,114.33	-
04/01/2027	27,000	2.790%	17,051.55	44,051.55	-
05/01/2027	27,000	2.790%	16,988.78	43,988.78	-
06/01/2027	27,000	2.790%	16,926.00	43,926.00	-
07/01/2027	27,000	2.790%	16,863.23	43,863.23	-
08/01/2027	27,000	2.790%	16,800.45	43,800.45	-
09/01/2027	27,000	2.790%	16,737.68	43,737.68	-
10/01/2027	27,000	2.790%	16,674.90	43,674.90	-
11/01/2027	27,000	2.790%	16,612.13	43,612.13	-
12/01/2027	27,000	2.790%	16,549.35	43,549.35	-
12/31/2027	-	-	-	-	526,735.38
01/01/2028	28,000	2.790%	16,486.58	44,486.58	-
02/01/2028	28,000	2.790%	16,421.46	44,421.46	-
03/01/2028	28,000	2.790%	16,356.38	44,356.38	-
04/01/2028	28,000	2.790%	16,291.28	44,291.28	-
05/01/2028	28,000	2.790%	16,226.18	44,226.18	-
06/01/2028	28,000	2.790%	16,161.08	44,161.08	-
07/01/2028	28,000	2.790%	16,095.98	44,095.98	-
08/01/2028	28,000	2.790%	16,030.88	44,030.88	-
09/01/2028	28,000	2.790%	15,965.78	43,965.78	-
10/01/2028	28,000	2.790%	15,900.68	43,900.68	-
11/01/2028	28,000	2.790%	15,835.58	43,835.58	-
12/01/2028	28,000	2.790%	15,770.48	43,770.48	-
12/31/2028	-	-	-	-	529,542.36
01/01/2029	28,000	2.790%	15,705.38	43,705.38	-
02/01/2029	28,000	2.790%	15,640.28	43,640.28	-
03/01/2029	28,000	2.790%	15,575.18	43,575.18	-
04/01/2029	29,000	2.790%	15,510.08	44,510.08	-
05/01/2029	29,000	2.790%	15,444.65	44,444.65	-
06/01/2029	29,000	2.790%	15,379.23	44,379.23	-
07/01/2029	29,000	2.790%	15,313.80	44,313.80	-
08/01/2029	29,000	2.790%	15,248.38	44,248.38	-
09/01/2029	29,000	2.790%	15,182.95	44,182.95	-
10/01/2029	29,000	2.790%	15,117.53	44,117.53	-
11/01/2029	29,000	2.790%	15,052.10	44,052.10	-
12/01/2029	29,000	2.790%	14,986.68	43,986.68	-
12/31/2029	-	-	-	-	529,084.24
01/01/2030	29,000	2.790%	14,921.25	43,921.25	-
02/01/2030	29,000	2.790%	14,855.83	43,855.83	-
03/01/2030	29,000	2.790%	14,790.40	43,790.40	-
04/01/2030	29,000	2.790%	14,724.98	43,724.98	-
05/01/2030	29,000	2.790%	14,659.55	43,659.55	-
06/01/2030	29,000	2.790%	14,594.13	43,594.13	-
07/01/2030	30,000	2.790%	14,528.70	44,528.70	-
08/01/2030	30,000	2.790%	14,463.28	44,463.28	-
09/01/2030	30,000	2.790%	14,397.85	44,397.85	-
10/01/2030	30,000	2.790%	14,332.43	44,332.43	-
11/01/2030	30,000	2.790%	14,266.99	44,266.99	-
12/01/2030	30,000	2.790%	14,201.55	44,201.55	-
12/31/2030	-	-	-	-	528,354.09
01/01/2031	30,000	2.790%	14,136.10	44,136.10	-

BOND DEBT SERVICE

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2031	30,000	2.790%	14,010.45	44,010.45	-
03/01/2031	30,000	2.790%	13,940.70	43,940.70	-
04/01/2031	30,000	2.790%	13,870.95	43,870.95	-
05/01/2031	30,000	2.790%	13,801.20	43,801.20	-
06/01/2031	30,000	2.790%	13,731.45	43,731.45	-
07/01/2031	30,000	2.790%	13,661.70	43,661.70	-
08/01/2031	30,000	2.790%	13,591.95	43,591.95	-
09/01/2031	30,000	2.790%	13,522.20	43,522.20	-
10/01/2031	31,000	2.790%	13,452.45	44,452.45	-
11/01/2031	31,000	2.790%	13,380.38	44,380.38	-
12/01/2031	31,000	2.790%	13,308.30	44,308.30	-
12/31/2031	-	-	-	-	527,351.93
01/01/2032	31,000	2.790%	13,236.23	44,236.23	-
02/01/2032	31,000	2.790%	13,164.15	44,164.15	-
03/01/2032	31,000	2.790%	13,092.08	44,092.08	-
04/01/2032	31,000	2.790%	13,020.00	44,020.00	-
05/01/2032	31,000	2.790%	12,947.93	43,947.93	-
06/01/2032	31,000	2.790%	12,875.85	43,875.85	-
07/01/2032	31,000	2.790%	12,803.78	43,803.78	-
08/01/2032	31,000	2.790%	12,731.70	43,731.70	-
09/01/2032	31,000	2.790%	12,659.63	43,659.63	-
10/01/2032	31,000	2.790%	12,587.55	43,587.55	-
11/01/2032	32,000	2.790%	12,515.48	44,515.48	-
12/01/2032	32,000	2.790%	12,441.08	44,441.08	-
12/31/2032	-	-	-	-	528,075.46
01/01/2033	32,000	2.790%	12,368.68	44,368.68	-
02/01/2033	32,000	2.790%	12,292.28	44,292.28	-
03/01/2033	32,000	2.790%	12,217.88	44,217.88	-
04/01/2033	32,000	2.790%	12,143.48	44,143.48	-
05/01/2033	32,000	2.790%	12,069.08	44,069.08	-
06/01/2033	32,000	2.790%	11,994.68	43,994.68	-
07/01/2033	32,000	2.790%	11,920.28	43,920.28	-
08/01/2033	32,000	2.790%	11,845.88	43,845.88	-
09/01/2033	32,000	2.790%	11,771.48	43,771.48	-
10/01/2033	32,000	2.790%	11,697.08	43,697.08	-
11/01/2033	32,000	2.790%	11,622.68	43,622.68	-
12/01/2033	32,000	2.790%	11,548.28	43,548.28	-
12/31/2033	-	-	-	-	527,489.76
01/01/2034	33,000	2.790%	11,473.88	44,473.88	-
02/01/2034	33,000	2.790%	11,397.15	44,397.15	-
03/01/2034	33,000	2.790%	11,320.43	44,320.43	-
04/01/2034	33,000	2.790%	11,243.70	44,243.70	-
05/01/2034	33,000	2.790%	11,166.98	44,166.98	-
06/01/2034	33,000	2.790%	11,090.25	44,090.25	-
07/01/2034	33,000	2.790%	11,013.53	44,013.53	-
08/01/2034	33,000	2.790%	10,936.80	43,936.80	-
09/01/2034	33,000	2.790%	10,860.08	43,860.08	-
10/01/2034	33,000	2.790%	10,783.35	43,783.35	-
11/01/2034	33,000	2.790%	10,706.63	43,706.63	-
12/01/2034	33,000	2.790%	10,629.90	43,629.90	-
12/31/2034	-	-	-	-	528,622.68
01/01/2035	33,000	2.790%	10,553.18	43,553.18	-
02/01/2035	34,000	2.790%	10,478.45	44,478.45	-
03/01/2035	34,000	2.790%	10,397.40	44,397.40	-
04/01/2035	34,000	2.790%	10,318.35	44,318.35	-
05/01/2035	34,000	2.790%	10,239.30	44,239.30	-
06/01/2035	34,000	2.790%	10,160.25	44,160.25	-
07/01/2035	34,000	2.790%	10,081.20	44,081.20	-
08/01/2035	34,000	2.790%	10,002.15	44,002.15	-
09/01/2035	34,000	2.790%	9,923.10	43,923.10	-
10/01/2035	34,000	2.790%	9,844.05	43,844.05	-
11/01/2035	34,000	2.790%	9,765.00	43,765.00	-
12/01/2035	34,000	2.790%	9,685.95	43,685.95	-
12/31/2035	-	-	-	-	528,446.38
01/01/2036	34,000	2.790%	9,606.90	43,606.90	-
02/01/2036	34,000	2.790%	9,527.85	43,527.85	-
03/01/2036	35,000	2.790%	9,448.80	44,448.80	-
04/01/2036	35,000	2.790%	9,367.43	44,367.43	-
05/01/2036	35,000	2.790%	9,286.05	44,286.05	-
06/01/2036	35,000	2.790%	9,204.68	44,204.68	-
07/01/2036	35,000	2.790%	9,123.30	44,123.30	-
08/01/2036	35,000	2.790%	9,041.93	44,041.93	-
09/01/2036	35,000	2.790%	8,960.55	43,960.55	-
10/01/2036	35,000	2.790%	8,879.18	43,879.18	-
11/01/2036	35,000	2.790%	8,797.80	43,797.80	-
12/01/2036	35,000	2.790%	8,716.43	43,716.43	-
12/31/2036	-	-	-	-	527,960.90
01/01/2037	35,000	2.790%	8,635.05	43,635.05	-
02/01/2037	35,000	2.790%	8,553.68	43,553.68	-
03/01/2037	36,000	2.790%	8,472.30	44,472.30	-
04/01/2037	36,000	2.790%	8,388.60	44,388.60	-
05/01/2037	36,000	2.790%	8,304.90	44,304.90	-
06/01/2037	36,000	2.790%	8,221.20	44,221.20	-
07/01/2037	36,000	2.790%	8,137.50	44,137.50	-
08/01/2037	36,000	2.790%	8,053.80	44,053.80	-
09/01/2037	36,000	2.790%	7,970.10	43,970.10	-
10/01/2037	36,000	2.790%	7,886.40	43,886.40	-

BOND DEBT SERVICE

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2037	36,000	2.790%	7,802.70	43,802.70	-
12/01/2037	36,000	2.790%	7,719.00	43,719.00	-
12/31/2037	-	-	-	-	528,145.23
01/01/2038	36,000	2.790%	7,635.30	43,635.30	-
02/01/2038	36,000	2.790%	7,551.60	43,551.60	-
03/01/2038	37,000	2.790%	7,467.90	44,467.90	-
04/01/2038	37,000	2.790%	7,381.88	44,381.88	-
05/01/2038	37,000	2.790%	7,295.85	44,295.85	-
06/01/2038	37,000	2.790%	7,209.83	44,209.83	-
07/01/2038	37,000	2.790%	7,123.80	44,123.80	-
08/01/2038	37,000	2.790%	7,037.78	44,037.78	-
09/01/2038	37,000	2.790%	6,951.75	43,951.75	-
10/01/2038	37,000	2.790%	6,865.73	43,865.73	-
11/01/2038	37,000	2.790%	6,779.70	43,779.70	-
12/01/2038	37,000	2.790%	6,693.68	43,693.68	-
12/31/2038	-	-	-	-	527,994.80
01/01/2039	37,000	2.790%	6,607.65	43,607.65	-
02/01/2039	38,000	2.790%	6,521.63	44,521.63	-
03/01/2039	38,000	2.790%	6,433.28	44,433.28	-
04/01/2039	38,000	2.790%	6,344.93	44,344.93	-
05/01/2039	38,000	2.790%	6,256.58	44,256.58	-
06/01/2039	38,000	2.790%	6,168.23	44,168.23	-
07/01/2039	38,000	2.790%	6,079.88	44,079.88	-
08/01/2039	38,000	2.790%	5,991.53	43,991.53	-
09/01/2039	38,000	2.790%	5,903.18	43,903.18	-
10/01/2039	38,000	2.790%	5,814.83	43,814.83	-
11/01/2039	38,000	2.790%	5,726.48	43,726.48	-
12/01/2039	38,000	2.790%	5,638.13	43,638.13	-
12/31/2039	-	-	-	-	528,486.33
01/01/2040	38,000	2.790%	5,549.78	43,549.78	-
02/01/2040	39,000	2.790%	5,461.43	44,461.43	-
03/01/2040	39,000	2.790%	5,370.75	44,370.75	-
04/01/2040	39,000	2.790%	5,280.08	44,280.08	-
05/01/2040	39,000	2.790%	5,189.40	44,189.40	-
06/01/2040	39,000	2.790%	5,098.73	44,098.73	-
07/01/2040	39,000	2.790%	5,008.05	44,008.05	-
08/01/2040	39,000	2.790%	4,917.38	43,917.38	-
09/01/2040	39,000	2.790%	4,826.70	43,826.70	-
10/01/2040	39,000	2.790%	4,736.03	43,736.03	-
11/01/2040	39,000	2.790%	4,645.35	43,645.35	-
12/01/2040	39,000	2.790%	4,554.68	43,554.68	-
12/31/2040	-	-	-	-	527,638.36
01/01/2041	40,000	2.790%	4,464.00	44,464.00	-
02/01/2041	40,000	2.790%	4,371.00	44,371.00	-
03/01/2041	40,000	2.790%	4,278.00	44,278.00	-
04/01/2041	40,000	2.790%	4,185.00	44,185.00	-
05/01/2041	40,000	2.790%	4,092.00	44,092.00	-
06/01/2041	40,000	2.790%	3,999.00	43,999.00	-
07/01/2041	40,000	2.790%	3,906.00	43,906.00	-
08/01/2041	40,000	2.790%	3,813.00	43,813.00	-
09/01/2041	40,000	2.790%	3,720.00	43,720.00	-
10/01/2041	40,000	2.790%	3,627.00	43,627.00	-
11/01/2041	40,000	2.790%	3,534.00	43,534.00	-
12/01/2041	41,000	2.790%	3,441.00	44,441.00	-
12/31/2041	-	-	-	-	528,430.00
01/01/2042	41,000	2.790%	3,345.68	44,345.68	-
02/01/2042	41,000	2.790%	3,250.35	44,250.35	-
03/01/2042	41,000	2.790%	3,155.03	44,155.03	-
04/01/2042	41,000	2.790%	3,059.70	44,059.70	-
05/01/2042	41,000	2.790%	2,964.38	43,964.38	-
06/01/2042	41,000	2.790%	2,869.05	43,869.05	-
07/01/2042	41,000	2.790%	2,773.73	43,773.73	-
08/01/2042	41,000	2.790%	2,678.40	43,678.40	-
09/01/2042	41,000	2.790%	2,583.08	43,583.08	-
10/01/2042	42,000	2.790%	2,487.75	44,487.75	-
11/01/2042	42,000	2.790%	2,390.10	44,390.10	-
12/01/2042	42,000	2.790%	2,292.45	44,292.45	-
12/31/2042	-	-	-	-	528,849.70
01/01/2043	42,000	2.790%	2,194.80	44,194.80	-
02/01/2043	42,000	2.790%	2,097.15	44,097.15	-
03/01/2043	42,000	2.790%	1,999.50	43,999.50	-
04/01/2043	42,000	2.790%	1,901.85	43,901.85	-
05/01/2043	42,000	2.790%	1,804.20	43,804.20	-
06/01/2043	42,000	2.790%	1,706.55	43,706.55	-
07/01/2043	42,000	2.790%	1,608.90	43,608.90	-
08/01/2043	43,000	2.790%	1,511.25	44,511.25	-
09/01/2043	43,000	2.790%	1,411.28	44,411.28	-
10/01/2043	43,000	2.790%	1,311.30	44,311.30	-
11/01/2043	43,000	2.790%	1,211.33	44,211.33	-
12/01/2043	43,000	2.790%	1,111.35	44,111.35	-
12/31/2043	-	-	-	-	528,669.46
01/01/2044	43,000	2.790%	1,011.38	44,011.38	-
02/01/2044	43,000	2.790%	911.40	43,911.40	-
03/01/2044	43,000	2.790%	811.43	43,811.43	-
04/01/2044	43,000	2.790%	711.45	43,711.45	-
05/01/2044	43,000	2.790%	611.48	43,611.48	-
06/01/2044	44,000	2.790%	511.50	44,511.50	-

BOND DEBT SERVICE

**Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017
(Adirondack Medical Center Project)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2044	44,000	2.790%	409.20	44,409.20	-
08/01/2044	44,000	2.790%	306.90	44,306.90	-
09/01/2044	44,000	2.790%	204.60	44,204.60	-
10/01/2044	44,000	2.790%	102.30	44,102.30	-
12/31/2044	-	-	-	-	440,591.64
	9,500,000		4,233,398.63	13,733,398.63	13,733,398.63

New York State Department of Health
Division of Planning and Licensure

CONSTRUCTION START CONFIRMATION

Upon the start of construction, please complete the following information
and return this form to:

Bureau of Project Management
New York State Department of Health
ESP - Corning Tower - Room 1842
Albany, New York 12237

CON Project Number: 152092 County: Essex

Facility Name: Adirondack Medical Center aka Adirondack Health

Project

Description: Newly constructed facility approx 41,000 sq feet

at 185 Old Military Road Lake Placid NY 12946

Construction Start Date: 8-7-2017

Percent Complete to Date (if any): 0 %

Anticipated Completion Date: 6-5-2018

Name: Tristan Glavin Title: CEO

Signature: Tristan Date: 8.3.2017



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 19, 2017

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue, Suite 210W
White Plains, New York 10604

Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid
Total Project Cost: \$12,099,157

Dear Ms. Smyth:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

At the time construction begins, you must complete the attached Construction Start Confirmation form and return it to the Bureau of Project Management.

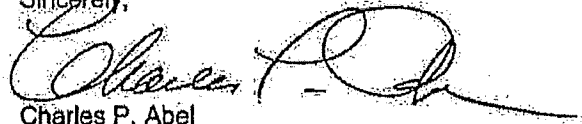
The Department considers the commencement of construction your acknowledgment that project costs will not exceed the total project costs indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. You must contact the Regional Office using the "Regional Office" tab in NYSE-CON. The "Regional Office" tab enables applicants to propose pre-opening survey dates and request Department staff to schedule surveys. Additionally, the tab enables entry of applicant contact information and electronic communications during the pre-opening process. If you have questions, please contact your Regional Office.

Certificate of Need staff are interested in your experience with the CON process for this project. Please take a short survey to let us know how we are doing. The web address to the survey is <https://www.surveymonkey.com/s/9Y6258P>

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Abel", with a long horizontal flourish extending to the right.

Charles P. Abel
Deputy Director
Center for Health Care Facility
Planning, Licensure and Finance

Enclosure



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

June 5, 2017

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue, Suite 210W
White Plains, New York 10604

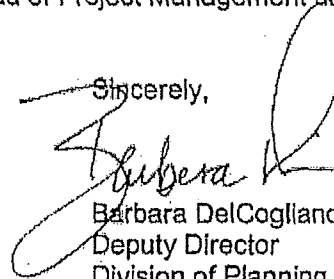
Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid

Dear Ms. Smyth:

I am in receipt of your letter dated May 30, 2017 requesting an extension to your construction start and completion dates for the above referenced project. Your request is approved, the new construction start date is September 1, 2017, the new construction completion date is February 1, 2019, and the new approval expiration date is May 1, 2019.

If you have any questions, please contact the Bureau of Project Management at (518) 402-0911.

Sincerely,



Barbara DelCogliano
Deputy Director
Division of Planning and Licensure

BD/



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 19, 2017

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue, Suite 210W
White Plains, New York 10604

Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid
Total Project Cost: \$12,099,157

Dear Ms. Smyth:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

At the time construction begins, you must complete the attached Construction Start Confirmation form and return it to the Bureau of Project Management.

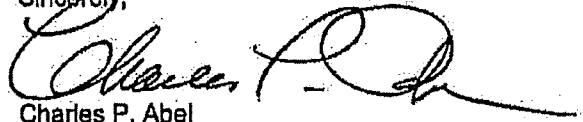
The Department considers the commencement of construction your acknowledgment that project costs will not exceed the total project costs indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. You must contact the Regional Office using the "Regional Office" tab in NYSE-CON. The "Regional Office" tab enables applicants to propose pre-opening survey dates and request Department staff to schedule surveys. Additionally, the tab enables entry of applicant contact information and electronic communications during the pre-opening process. If you have questions, please contact your Regional Office.

Certificate of Need staff are interested in your experience with the CON process for this project. Please take a short survey to let us know how we are doing. The web address to the survey is <https://www.surveymonkey.com/s/9Y6258P>

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Abel". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charles P. Abel
Deputy Director
Center for Health Care Facility
Planning, Licensure and Finance

Enclosure



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

October 7, 2016

Iseman Cunningham
Riester & Hyde LLP
Attorneys and Counselors at Law
9 Thurlow Terrace
c/o Richard A. Frankel
Albany, New York 12203

Dear Mr. Frankel:

Re: Financing for Adirondack Medical Center
CON Projects 152092 and 152093

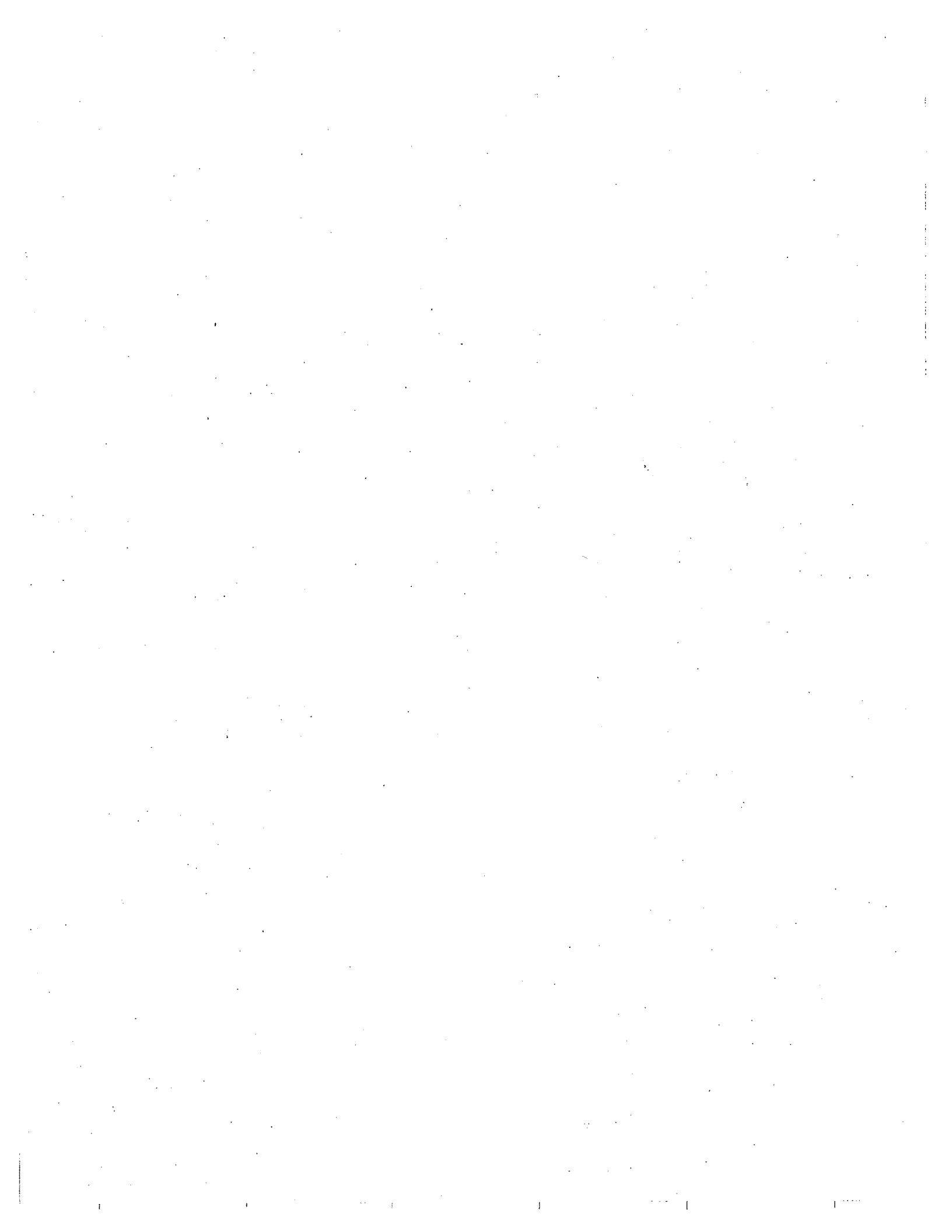
This is in response to your letter dated October 7, 2016. The Department of Health approves the proposed bond financings consistent with the attached sizing documents and Adirondack Medical Center may close on these transactions. Please advise the Department of any substantial changes in the financing structure for prior review and approval. This authorization expires ninety days from the date of this letter if closing has not yet occurred.

If you have any questions, please contact me at (518) 402-0967.

Sincerely,

Charles P. Abel
Deputy Director
Center for Health Facility Planning,
Licensure and Finance

cc: Daybook
J. Valitutto
Project Management



SOURCES AND USES OF FUNDS

Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
Series 2016

	Dated Date Delivery Date	10/06/2016 10/06/2016			
Sources:	EC CRC Series 2016A - NM Fixed	FC CDC Series 2016A - NM Fixed	FC CDC Series 2016B - NM Var	FC CDC Series 2016C - 2012A REF	Total
Bond Proceeds:					
Par Amount	10,475,000.00	10,000,000.00	4,975,000.00	9,480,000.00	34,930,000.00
Other Sources of Funds:					
A.H Foundation	1,565,000.00	3,090,023.78	1,537,286.83		6,192,310.61
Grant	2,000,000.00				2,000,000.00
AMC Cash Contribution - Phys Space	2,213,381.42				2,213,381.42
AMC Cash Contribution		1,917,658.10	903,341.90	54,000.00	2,875,000.00
	5,778,381.42	5,007,681.88	2,440,628.73	54,000.00	13,280,692.03
	16,253,381.42	15,007,681.88	7,415,628.73	9,534,000.00	48,210,692.03
Uses:	EC CRC Series 2016A - NM Fixed	FC CDC Series 2016A - NM Fixed	FC CDC Series 2016B - NM Var	FC CDC Series 2016C - 2012A REF	Total
Project Fund Deposits:					
Project Costs	15,533,408.86	14,272,444.88	7,100,541.33		36,906,395.07
Refunding Escrow Deposits:					
Cash Deposit				9,290,194.36	9,290,194.36
Other Fund Deposits:					
Borrowed Interest	274,078.79	328,413.27	112,249.65		714,741.71
Cost of Issuance:					
Borrower's Counsel (Ireman)	20,991.98	20,040.08	9,969.94	18,998.00	70,000.00
Lender's Counsel (Reed Smith)	20,991.98	20,040.08	9,969.94	18,998.00	70,000.00
Trustee (US Bank)	1,799.31	1,717.72	854.57	1,628.40	6,000.00
Trustee Counsel (Pillsbury Winthrop)	2,998.85	2,862.87	1,424.28	2,714.00	10,000.00
Placement Agent Fee (Piper)	109,248.28	104,294.30	51,886.42	98,871.00	364,300.00
Miscellaneous	29,988.55	28,628.69	14,242.77	27,139.99	100,000.00
Essex County CRC Fee	104,750.00				104,750.00
Issuer Counsel (Briggs)	10,000.00				10,000.00
Bond Counsel (Squire)	60,000.00				60,000.00
CON Application Fee; LP Project (DOH)	2,000.00				2,000.00
CON Processing Fee; LP Project (DOH)	41,228.00				41,228.00
CON Consulting Fee; LP Project (Cicero)	25,000.00				25,000.00
CON Consulting Fee; LP Project (DASNY)	15,000.00				15,000.00
Issuer Counsel (Cantwell)		4,089.14	2,034.35	3,876.51	10,000.00
Bond Counsel (Bond Schoeneck)		24,534.86	12,206.09	23,259.05	60,000.00
Franklin County CDC Fee		100,000.00	49,750.00	47,400.00	197,150.00
CON Application Fee; SL Project (DOH)		1,335.56	664.44		2,000.00
CON Processing Fee; SL Project (DOH)		71,967.95	35,804.05		107,772.00
CON Consulting Fee; SL Project (Cicero)		16,694.49	8,305.51		25,000.00
CON Consulting Fee; SL Project (DASNY)		10,016.69	4,983.31		15,000.00
	443,996.95	406,222.43	202,095.67	242,884.95	1,295,200.00
Other Uses of Funds:					
Additional Proceeds	1,896.82	601.30	742.08	920.69	4,160.89
	16,253,381.42	15,007,681.88	7,415,628.73	9,534,000.00	48,210,692.03

BOND PRICING

**Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
Series 2016**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
EC CRC Series 2016A:	10/01/2043	10,475,000	2.620%	2.620%	100.000
FC CDC Series 2016A:	10/01/2043	10,000,000	2.620%	2.620%	100.000
FC CDC Series 2016B:	10/01/2043	4,975,000	1.800%	1.800%	100.000
FC CDC Series 2016C:	10/01/2043	9,480,000	2.520%	2.520%	100.000
		34,930,000			

Dated Date	10/06/2016	
Delivery Date	10/06/2016	
First Coupon	11/01/2016	
Par Amount	34,930,000.00	
Original Issue Discount		
Production Underwriter's Discount	34,930,000.00	100.000000%
Purchase Price	34,930,000.00	100.000000%
Accrued Interest		
Net Proceeds	34,930,000.00	

BOND SUMMARY STATISTICS

Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
Series 2016

Dated Date	10/06/2016
Delivery Date	10/06/2016
Last Maturity	10/01/2043
Arbitrage Yield	2.460732%
True Interest Cost (TIC)	2.460732%
Net Interest Cost (NIC)	2.434866%
All-In TIC	2.813980%
Average Coupon	2.434866%
Average Life (years)	13.457
Duration of Issue (years)	10.929
Par Amount	34,930,000.00
Bond Proceeds	34,930,000.00
Total Interest	11,444,966.32
Net Interest	11,444,966.32
Total Debt Service	46,374,966.32
Maximum Annual Debt Service	2,218,027.95
Average Annual Debt Service	1,718,475.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
FC CDC Series 2016C	9,480,000.00	100.000	2.556%	6.932
FC CDC Series 2016A	10,000,000.00	100.000	2.658%	11.973
EC CRC Series 2016A	10,475,000.00	100.000	2.658%	15.897
FC CDC Series 2016B	4,975,000.00	100.000	1.826%	23.735
	34,930,000.00			13.457

	TIC	All-In TIC	Arbitrage Yield
Par Value	34,930,000.00	34,930,000.00	34,930,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-1,295,200.00	
- Other Amounts			
Target Value	34,930,000.00	33,634,800.00	34,930,000.00
Target Date	10/06/2016	10/06/2016	10/06/2016
Yield	2.460732%	2.813980%	2.460732%

BOND DEBT SERVICE

Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
 Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
 Series 2016

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2016	105,000	2.520%	134,425.20	239,425.20
12/31/2017	622,000	2.520%	866,959.42	1,488,959.42
12/31/2018	685,000	2.520%	850,857.14	1,535,857.14
12/31/2019	1,389,000	** %	824,237.91	2,213,237.91
12/31/2020	1,425,000	** %	789,736.17	2,214,736.17
12/31/2021	1,466,000	** %	749,882.59	2,215,882.59
12/31/2022	1,503,000	** %	711,215.10	2,214,215.10
12/31/2023	1,540,000	** %	671,549.07	2,211,549.07
12/31/2024	1,581,000	** %	632,634.16	2,213,634.16
12/31/2025	1,629,000	** %	589,027.95	2,218,027.95
12/31/2026	1,668,000	** %	546,122.18	2,214,122.18
12/31/2027	1,712,000	** %	502,085.89	2,214,085.89
12/31/2028	1,754,000	** %	458,203.22	2,212,203.22
12/31/2029	1,731,000	** %	410,561.66	2,141,561.66
12/31/2030	986,000	2.620%	374,865.99	1,360,865.99
12/31/2031	1,014,000	2.620%	348,354.83	1,362,354.83
12/31/2032	1,039,000	2.620%	322,015.09	1,361,015.09
12/31/2033	1,068,000	2.620%	293,143.27	1,361,143.27
12/31/2034	1,096,000	2.620%	264,436.11	1,360,436.11
12/31/2035	1,126,000	2.620%	234,954.33	1,360,954.33
12/31/2036	1,155,000	2.620%	205,302.96	1,360,302.96
12/31/2037	1,186,000	** %	175,720.82	1,361,720.82
12/31/2038	1,212,000	** %	149,716.92	1,361,716.92
12/31/2039	1,239,000	** %	123,180.25	1,362,180.25
12/31/2040	1,266,000	** %	96,317.01	1,362,317.01
12/31/2041	1,291,000	** %	68,298.02	1,359,298.02
12/31/2042	1,320,000	** %	39,981.17	1,359,981.17
12/31/2043	1,122,000	** %	11,181.89	1,133,181.89
	34,930,000		11,444,966.32	46,374,966.32

PROJECT FUND

Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
 Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
 Series 2016

Date	Deposit	Interest @ 0.25%	Principal	Scheduled Draws	Balance
10/06/2016	36,906,395.07		36,906,395.07	36,906,395.07	
	36,906,395.07	0	36,906,395.07	36,906,395.07	

Arbitrage Yield: 2.4687324%

CAPITALIZED INTEREST FUND

Essex County Capital Resource Corporation / Franklin County Civic Development Corporation
 Multi-Mode Revenue Bonds (Adirondack Medical Center Project)
 Series 2016

Date	Deposit	Interest @ 0.25%	Principal	Scheduled Draws	Balance
10/06/2016	714,741.71				714,741.71
11/01/2016		124.09	45,086.66	45,210.75	669,655.05
12/01/2016		139.51	52,026.74	52,166.25	617,628.31
01/01/2017		128.67	53,776.45	53,905.12	563,851.86
02/01/2017		117.47	53,787.65	53,905.12	510,064.21
03/01/2017		106.27	48,582.23	48,688.50	461,481.98
04/01/2017		96.14	53,808.98	53,905.12	407,673.00
05/01/2017		84.93	52,081.32	52,166.25	355,591.68
06/01/2017		74.07	53,831.05	53,905.12	301,760.63
07/01/2017		62.87	52,103.38	52,166.25	249,657.25
08/01/2017		52.02	53,853.10	53,905.12	195,804.15
09/01/2017		40.79	53,864.33	53,905.12	141,939.82
10/01/2017		29.57	52,136.68	52,166.25	89,803.14
11/01/2017		18.71	30,253.65	30,272.36	59,549.49
12/01/2017		12.41	29,283.42	29,295.83	30,266.07
01/01/2018		6.31	30,266.05	30,272.36	0.02
	714,741.71	1,093.83	714,741.69	715,835.52	

Yield To Receipt Date: 0.2501280%
 Arbitrage Yield: 2.4607324%
 Value of Negative Arbitrage: 9,514.94



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

January 26, 2016

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue
White Plains, New York 10604

Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid
(\$12,099,157)

Dear Ms. Smyth:

The Department of Health approves the above application in accordance with the administrative review provisions set forth in 10 NYCRR section 710.1(c)(3).

Approval of this application is subject to the enclosed contingencies first being satisfied. Before beginning any aspect of this project, you must:

- Enter a complete response to each individual contingency via the New York State Electronic Certificate of Need (NYSE-CON) system by the due date(s) reflected in the Contingencies Tab in NYSE-CON. Failure to meet the due date(s) could result in the project being abandoned as set forth in 10 NYCRR section 710.10 (c)(1).
- Receive written approval from the Center for Health Care Facility Planning, Licensure and Finance indicating satisfaction of the contingencies.

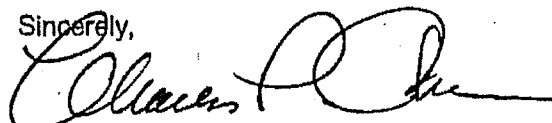
In addition to the contingencies, the Department approves this application with the enclosed condition(s).

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without the prior approval of the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

You are responsible for ensuring this project is completed within **three** years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval.

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Corning Tower, Room 1842, Empire State Plaza, Albany, New York 12237.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Abel", with a long horizontal flourish extending to the right.

Charles P. Abel
Deputy Director
Center for Health Care Facility
Planning, Licensure and Finance

Enclosure

CONTINGENCIES:

1. Submission of a check for the amount of \$36,183, payable to the New York State Department of Health. The check must be mailed to the Bureau of Project Management, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237. A copy of the check must also be uploaded into NYSE-CON. [PMU]
2. Submission of documentation that the Bureau of Community Environmental Health and Food Protection has reviewed and approved the pool plans. [PMU]
3. Submission of an executed loan commitment, acceptable to the Department of Health. [BFA]
4. The submission of State Hospital Code (SHC) Drawings for review and approval, as described in BAER Drawing Submission Guidelines DSG-03. The following items are expected to be addressed in the SHC level documentation submitted:
 - Missing Isolation Toilet room door and Patient Toilet room sink of the Emergency Department.
 - Clarification on fully enclosed exit Stair 2 based on actual construction and meeting NFPA 101.
 - Exclusion of enclosed spaces (Public Toilets and opening of Registration space, 1st floor, and Reception, 2nd floor) from intended communicating space. [AER]

CONDITIONS:

1. This project must be completed within three years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, as described in BAER Drawing Submission Guidelines DSG-05, is required prior to the applicant's start of construction. [AER]
7. Construction must start on or before April 15, 2016 and construction must be completed by August 1, 2017, presuming approval to start construction is granted prior to commencement. In accordance with 10 NYCRR Part 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates. [AER]

**GENERAL CERTIFICATE
OF
ADIRONDACK MEDICAL CENTER AS OBLIGATED GROUP AGENT**

This certificate is made this 5th day of October, 2017, in connection with the execution and delivery by Adirondack Medical Center, as the Obligated Group Agent of the Adirondack Medical Center Obligated Group (the “Obligated Group”) pursuant to a Master Indenture and Security Agreement, dated as of November 1, 2012 (the “Master Trust Indenture”), by and among Adirondack Medical Center and such other organizations as may from time to time become Members of the Obligated Group and Deutsche Bank Trust Company Americas (predecessor to U.S. Bank National Association), as Master Trustee, as the Master Trust Indenture is supplemented and amended (the “Master Indenture”) of the following documents and instruments: (i) Supplemental Master Indenture Number Four dated as of October 5, 2017 (“Supplemental Indenture Number Four”) by and between the Obligated Group and the Master Trustee; and (ii) Obligated Group Series Four Note issued pursuant to Supplemental Indenture Number Four. Supplemental Indenture Number Four is referred to herein as the “Supplemental Indenture”. Obligated Group Series Four Note is referred to as the “Note”.

Any capitalized words and terms not defined herein shall have the meaning set forth in the Master Indenture, which definitions are specifically incorporated by reference.

THE UNDERSIGNED OBLIGATED GROUP AGENT OF THE OBLIGATED GROUP HEREBY CERTIFIES TO THE ESSEX COUNTY CAPITAL RESOURCE CORPORATION AND THE MASTER TRUSTEE, THAT:

1. The Obligated Group Agent has been duly organized and is validly existing as a not-for-profit corporation in good standing under the laws of the State of New York, is duly authorized to do business in the State of New York, and has full legal power and authority to conduct its affairs.

2. The Obligated Group Agent (A) has been duly organized and formed, is validly existing and is in good standing as a not-for-profit corporation under the laws of the State of New York, with full legal power and authority to own its Properties, conduct its business, execute, deliver and perform its obligations under the Supplemental Indenture and the Note, and (B) has taken all actions and obtained all approvals required in connection therewith by its organizational documents and the laws of the State of New York.

3. The undersigned presently is, on and as of the date of this Certificate, an officer of the Obligated Group Agent duly authorized to execute the Supplemental Indenture and the Note on behalf of the Obligated Group and has been duly designated to act as an “Officer” of the Obligated Group Agent pursuant to and in accordance with the provisions of the Master Indenture.

4. The Obligated Group Agent, on behalf of the Obligated Group, has the corporate power and lawful authority to execute and deliver the Supplemental Indenture and the Note.

5. The Master Indenture, the Supplemental Indenture and the Note have each been duly authorized, executed and delivered by and on behalf of the Obligated Group, and each is a legal, valid and binding joint and several obligation of the Obligated Group enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally and by the discretionary nature of equitable remedies.

6. All of the requirements and conditions set forth in the Master Indenture and the Supplemental Indenture to the issuance of the Note have been satisfied, and upon the authentication of the Note by the Master Trustee, the Note will be a legal, valid and binding joint and several obligation of the Members of the Obligated Group in compliance with the Master Indenture.

7. Except as listed on Schedule A attached hereto, there is no materially adverse action, suit, proceeding or investigation before any court, public board or body, pending or, to the knowledge of the Obligated Group Agent, threatened against or affecting any of the Members of the Obligated Group, the Obligated Group or the Obligated Group Agent to challenge the authority or ability of the Obligated Group, any of the Members or the Obligated Group Agent to carry out the provisions of the Master Indenture and the Supplemental Indenture or to perform their respective obligations under the Note.

8. The execution, delivery and performance of the Master Indenture, the Supplemental Indenture and the Note, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Obligated Group Agent do not and will not (A) violate the Obligated Group Agent's Certificate of Incorporation or Bylaws, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any material credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease agreement or any other instrument to which the Obligated Group Agent is a party or by which the Obligated Group Agent may be bound or affected which materially adversely affects the business, operations, affairs, properties, assets or condition, financial or otherwise, of the Obligated Group Agent, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Obligated Group Agent or any of the Property of the Obligated Group Agent which materially adversely affects the business, operations, affairs, properties, assets or condition, financial or otherwise, of the Obligated Group Agent.

9. All authorizations, approvals and orders of any court or public regulatory body of the State of New York or the United States required by statute or regulation or the Obligated Group Agent's or the Member's Certificate of Incorporation or Bylaws required to be obtained on the part of the Obligated Group Agent or Member with respect to the transactions contemplated by the Master Indenture or the Supplemental Indenture have been obtained or undertaken to be obtained by the Obligated Group Agent prior to the time required by any such court or regulatory body.

10. I am, on and as of the date hereof, a duly elected, qualified and acting officer of the Obligated Group Agent holding the office set forth below my signature to this General Certificate.

11. The Obligated Group has authorized the appointment of Adirondack Medical Center as its Obligated Group Agent (as defined in the Master Indenture).

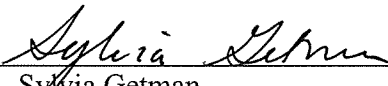
12. Attached hereto is a true and complete copy of the Master Indenture.

[remainder of the page left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the date first stated above.

ADIRONDACK MEDICAL CENTER OBLIGATED GROUP

By: Adirondack Medical Center, as
Obligated Group Agent

By:  _____
Sylvia Getman
President/Chief Executive Officer

Authorized Officer

SCHEDULE A

Schedule of Litigation

The following is a summary of open medical malpractice claims with the potential to exceed the amount of \$150,000, which claims are not reasonably anticipated to exceed coverage limits:

- Nadeau v. Adirondack Medical Center, et al.: 2013 PL Policy (MLMIC), loss date 03/27/11, report date 06/26/13.
- Hyland v. Adirondack Medical Center: 2017 PL Policy (MLMIC), loss date 5/25/16, report date 7/6/16.

ADIRONDACK MEDICAL CENTER

AND

SUCH OTHER ORGANIZATIONS AS
FROM TIME TO TIME ARE MEMBERS
OF AN OBLIGATED GROUP
KNOWN AS THE
ADIRONDACK MEDICAL CENTER OBLIGATED GROUP
(THE "OBLIGATED GROUP")

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS MASTER TRUSTEE

MASTER INDENTURE
AND SECURITY AGREEMENT

DATED AS OF NOVEMBER 1, 2012

PROVIDING FOR THE FORMATION OF THE OBLIGATED GROUP
AND THE ISSUANCE FROM TIME TO TIME OF VARIOUS
OBLIGATIONS BY THE OBLIGATED GROUP

THIS INSTRUMENT IS INTENDED TO CONSTITUTE A
SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL
CODE OF THE STATE OF NEW YORK.

TABLE OF CONTENTS
(This Table of Contents is not part of the
Master Indenture and Security Agreement
and is for convenience of reference only.)

	<u>Page</u>
ARTICLE I	3
DEFINITIONS	3
SECTION 1.01. DEFINITIONS.....	3
SECTION 1.02. CONSTRUCTION.....	3
ARTICLE II	4
AUTHORIZATION, ISSUANCE AND TERMS OF OBLIGATIONS	4
SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.	4
SECTION 2.02. DESIGNATION OF OBLIGATIONS; TERMS THEREOF, ETC.....	4
SECTION 2.03. CERTAIN OTHER PROVISIONS REQUIRED AND PERMITTED IN RELATED SUPPLEMENTS.....	5
SECTION 2.04. EXECUTION AND AUTHENTICATION OF OBLIGATIONS	6
SECTION 2.05. FORM OF THE MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION	6
SECTION 2.06. CERTAIN CONDITIONS OF ISSUANCE OF OBLIGATIONS.....	6
ARTICLE III	8
MEMBERSHIP IN THE OBLIGATED GROUP	8
SECTION 3.01. CONDITIONS FOR MEMBERSHIP IN THE OBLIGATED GROUP	8
SECTION 3.02. WITHDRAWAL FROM THE OBLIGATED GROUP.	9
ARTICLE IV	10
GENERAL REQUIREMENTS OF MEMBERSHIP AND NATURE OF OBLIGATIONS	10
SECTION 4.01. POWER TO INCUR INDEBTEDNESS ON BEHALF OF MEMBERS OF THE OBLIGATED GROUP.....	10
SECTION 4.02. JOINT AND SEVERAL OBLIGATIONS; INDIVIDUAL OBLIGATION; WAIVER.....	10
SECTION 4.03. PAYMENT OF PRINCIPAL AND INTEREST	11
SECTION 4.04. PARTICULAR COVENANTS, FOLLOWING DEFAULT.....	11
ARTICLE V	14
PARTICULAR COVENANTS OF EACH MEMBER OF THE OBLIGATED GROUP	14
SECTION 5.01. FINANCIAL COVENANTS.....	14
SECTION 5.02. BUSINESS AND ORGANIZATIONAL COVENANTS	14
SECTION 5.03. PROPERTY COVENANTS.....	16
ARTICLE VI	20
DEFAULT AND REMEDIES	20
SECTION 6.01. EVENTS OF DEFAULT.....	20
SECTION 6.02. ACCELERATION; ANNULMENT OF ACCELERATION.....	20
SECTION 6.03. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES.....	21
SECTION 6.04. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT.	22
SECTION 6.05. REMEDIES NOT EXCLUSIVE	23
SECTION 6.06. REMEDIES VESTED IN THE MASTER TRUSTEE.....	23
SECTION 6.07. OBLIGATION HOLDERS; CONTROL OF PROCEEDINGS	23
SECTION 6.08. TERMINATION OF PROCEEDINGS	24
SECTION 6.09. WAIVER OF EVENT OF DEFAULT	24

SECTION 6.10.	APPOINTMENT OF RECEIVER.....	24
SECTION 6.11.	REMEDIES SUBJECT TO PROVISIONS OF LAW.....	25
SECTION 6.12.	NOTICE OF EVENT OF DEFAULT.....	25
ARTICLE VII THE MASTER TRUSTEE.....		26
SECTION 7.01.	CERTAIN DUTIES AND RESPONSIBILITIES.....	26
SECTION 7.02.	CERTAIN RIGHTS OF MASTER TRUSTEE.....	27
SECTION 7.03.	RIGHT TO DEAL IN OBLIGATIONS AND RELATED BONDS.....	28
SECTION 7.04.	REMOVAL AND RESIGNATION OF THE MASTER TRUSTEE.....	29
SECTION 7.05.	COMPENSATION AND REIMBURSEMENT.....	29
SECTION 7.06.	RECITALS AND REPRESENTATIONS.....	30
SECTION 7.07.	SEPARATE OR CO-TRUSTEE.....	30
SECTION 7.08.	ADDITIONAL DUTIES OF THE MASTER TRUSTEE.....	32
ARTICLE VIII SUPPLEMENTS AND AMENDMENTS.....		33
SECTION 8.01.	SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF OBLIGATION HOLDERS.....	33
SECTION 8.02.	SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF OBLIGATION HOLDERS.....	34
SECTION 8.03.	EXECUTION AND EFFECT OF SUPPLEMENTAL INDENTURES.....	35
ARTICLE IX SATISFACTION AND DISCHARGE OF MASTER INDENTURE.....		36
SECTION 9.01.	SATISFACTION AND DISCHARGE OF MASTER INDENTURE.....	36
SECTION 9.02.	PAYMENT OF OBLIGATIONS AFTER DISCHARGE OF LIEN.....	36
ARTICLE X CONCERNING THE OBLIGATION HOLDERS.....		37
SECTION 10.01.	EVIDENCE OF ACTS OF OBLIGATION HOLDERS.....	37
SECTION 10.02.	OBLIGATIONS OR RELATED BONDS OWNED BY MEMBERS OF OBLIGATED GROUP.....	37
SECTION 10.03.	INSTRUMENTS EXECUTED BY HOLDERS BIND FUTURE HOLDERS.....	38
ARTICLE XI MISCELLANEOUS PROVISIONS.....		39
SECTION 11.01.	LIMITATION OF RIGHTS.....	39
SECTION 11.02.	SEVERABILITY.....	39
SECTION 11.03.	DAYS OTHER THAN BUSINESS DAYS.....	39
SECTION 11.04.	GOVERNING LAW WAIVER OF JURY TRIAL.....	39
SECTION 11.05.	COUNTERPARTS.....	39
SECTION 11.06.	IMMUNITY OF INDIVIDUALS.....	39
SECTION 11.07.	BINDING EFFECT.....	40
SECTION 11.08.	NOTICES.....	40
SECTION 11.09.	FORCE MAJEURE.....	40
SECTION 11.10.	U.S.A. PATRIOT ACT.....	41

Appendix A – Schedule of Definitions
Exhibit A – Liens and Encumbrances
Exhibit B – Existing Indebtedness

MASTER INDENTURE AND SECURITY AGREEMENT

THIS MASTER INDENTURE AND SECURITY AGREEMENT dated as of November 1, 2012 (this "Master Indenture") by and between ADIRONDACK MEDICAL CENTER, a New York not-for-profit corporation (the "Institution"), on behalf of itself and as Obligated Group Agent on behalf of the Obligated Group (as hereinafter defined), consisting of the Hospital and any future Members of the Obligated Group (together with the Institution, the "Members"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation being duly qualified to accept and administer the trusts created hereby (the "Master Trustee"),

WITNESSETH:

WHEREAS, the Hospital desires to issue Obligations under this Master Indenture, and the Hospital and the related entities desire to provide a mechanism for the pooling of their credit, if it shall be determined to be advisable, as a means of providing a basis for a reduction in their individual cost of borrowed funds;

WHEREAS, the Hospital has duly authorized the execution and delivery of this Master Indenture for the purpose of providing for the issuance from time to time of Obligations of the Institution, and such other Persons as shall be or become members of the Obligated Group in order to obtain financing or refinancing for lawful and proper corporate purposes;

WHEREAS, the Master Trustee agrees to accept and administer the trusts created hereby; and

WHEREAS, all acts and things necessary to constitute this Master Indenture a valid indenture and agreement of the Hospital in accordance with its terms, have been done;

GRANTING CLAUSES

NOW, THEREFORE, in consideration of premises and the acceptance by the Master Trustee of the trusts hereby created and of the giving of consideration for and acceptance of the Obligations issued hereunder by the registered holders and owners thereof, and for the purpose of fixing and declaring the terms and conditions upon which Obligations are to be issued, authenticated, delivered and accepted by all persons who shall from time to time be or become registered holders or owners thereof, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, on and interest on the Obligations according to their tenor and effect and the performance and observance by each Member of the Obligated Group of all the covenants expressed or implied herein and in the Obligations, the Hospital and each other Member of the Obligated Group does hereby, unto the Master Trustee and its successors and assigns, for the equal and ratable benefit of the registered holders and all future registered holders of the Obligations, GRANT A SECURITY INTEREST IN AND PLEDGE the following (hereinafter collectively referred to as the "Trust Estate"):

I

The Collateral (as hereinafter defined); and

II

Any and all moneys and securities from time to time held by the Master Trustee under the terms of this Master Indenture (except moneys deposited with or paid to the Master Trustee for the redemption

or purchase of Obligations, notice of which has been duly given), and any and all other Property (as hereinafter defined) of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by any Member of the Obligated Group or by anyone on its behalf or with its written consent in favor of the Master Trustee, in its capacity as Master Trustee hereunder.

This Master Indenture is intended to constitute a security agreement under the Uniform Commercial Code of the State of New York so that the Master Trustee shall have and may enforce a security interest in the Trust Estate, to secure payment of all sums due or to become due under the Obligations and this Master Indenture to the maximum extent permitted by law, such security interest to attach at the earliest moment permitted by law and also to include and attach to all additions and accessions thereto, all substitutions and replacements therefor and all proceeds thereof.

TO HAVE AND TO HOLD all the same, with all privileges and appurtenances hereby conveyed, pledged and assigned or agreed or intended so to be, to the Master Trustee and its successors in said trust and to them and their assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the Master Trustee and for the equal and proportionate benefit, security and protection of all registered holders and owners of the Obligations issued under and secured by this Master Indenture, without privilege, priority or distinction.

THIS MASTER INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Obligations issued and secured hereunder are to be issued, authenticated and delivered, and the Lien on all of the Trust Estate, including, without limitation, the revenues, receipts and other moneys hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and each Member of the Obligated Group has agreed and covenanted, and does hereby agree and covenant, with the Master Trustee and with the respective registered holders and owners of the Obligations and with each other, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. Terms defined in the recitals shall have the meanings therein provided. Terms defined in Supplemental Indentures (as hereinafter defined), but not in this Master Indenture, shall have the meanings specified therein. All of the capitalized terms used in this Master Indenture and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof. Terms defined in the Schedule of Definitions attached hereto as Appendix A shall, for the purposes of this Master Indenture and any Supplemental Indentures, now or hereafter entered into in accordance with the provisions hereof, have the meanings herein specified, unless the context clearly otherwise requires.

SECTION 1.02. CONSTRUCTION. For all the purposes of this Master Indenture and all Supplemental Indentures, unless the context clearly otherwise requires:

(A) all references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Master Indenture; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Master Indenture as a whole and not to any particular Article, Section or other subdivision hereof;

(B) any accounting terms not specifically defined in this Master Indenture shall have the meanings given to them in accordance with GAAP; and

(C) references herein to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

AUTHORIZATION, ISSUANCE AND TERMS OF OBLIGATIONS

SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.

(A) The aggregate principal amount of Obligations which may be issued, authenticated and delivered hereunder is unlimited except as limited by the provisions hereof or of a Related Supplement.

(B) Obligations may be issued in series. All Obligations of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Related Supplement creating such Obligations.

(C) Pursuant to Section 2.03(B) hereof, Obligations of any series may be entitled to the benefit of covenants in addition to or separate and distinct from those which secure or benefit any other series of Obligations.

SECTION 2.02. DESIGNATION OF OBLIGATIONS; TERMS THEREOF, ETC. There shall be established in a Related Supplement prior to the issuance of any Obligations of any series:

(A) the Member or Members of the Obligated Group for whose use the proceeds of the issuance of the Obligations are to be provided, and the amounts to be provided for each such Member (which amounts may be evidenced by separate Obligations);

(B) the title of the Obligations and of the series, if any (which shall distinguish the Obligations and the series from all other Obligations and any other series);

(C) the form of the Obligations;

(D) any limit upon the aggregate principal amount of Obligations of the series which may be authenticated and delivered under this Master Indenture except for Obligations authenticated and delivered pursuant to Section 8.03(C) hereof and pursuant to the provisions to be contained in each Related Supplement with respect to registration and transfer of Obligations, exchange for, or in lieu of Obligations, including Obligations in temporary form, Obligations redeemed in part and mutilated, destroyed, lost, or stolen Obligations;

(E) the date or dates on which the principal of the Obligations of the series is payable;

(F) the rate or rates at which the Obligations of the series shall bear interest, if any, or, if such Obligations bear interest at a variable rate, the method by which such interest rates are determined along with the frequency of such determinations, and the date or dates from which such interest shall accrue, the Record Dates and Interest Payment Dates;

(G) the Administrative Expenses, if any, to be evidenced by Obligations of the series;

(H) the place or places where the principal of (and premium, if any) and interest on Obligations of the series shall be payable;

(I) if applicable, the period or periods within which the price or prices at which and the terms and conditions upon which Obligation, of the series may be redeemed, in whole or in part, at the option of the Obligated Group;

(J) the obligation, if any, of the Obligated Group to redeem or purchase Obligations of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions upon which Obligations of the series shall be redeemed or purchased, in whole or in part, pursuant to such Obligation;

(K) the denominations in which Obligations of the series shall be issuable;

(L) if other than the entire principal amount thereof, the portion of the principal amount of Obligations of the series which shall be payable upon the declaration of acceleration of the maturity thereof pursuant to Section 6.02 hereof;

(M) any requirement different than those specified in Article IX hereof with respect to the payment of the Obligations created by such Related Supplement by the deposit of money or securities in advance of the due date of such Obligations;

(N) the purpose for which the Obligations created thereby are being issued, which may be for any Borrowing Purpose of any Member of the Obligated Group;

(O) the nature and amount of consideration to be received in connection with the issuance of the Obligations; and

(P) any other terms of Obligations, which terms shall not be inconsistent with the provisions of this Master Indenture.

SECTION 2.03. CERTAIN OTHER PROVISIONS REQUIRED AND PERMITTED IN RELATED SUPPLEMENTS.

(A) A Related Supplement may provide with respect to Obligations of the series created by such Related Supplement for events which will constitute Events of Default hereunder as if such events were enumerated in Section 6.01(A) hereof.

(B) A Related Supplement may grant such additional rights to the Holders of a particular series of Obligations as do not in any manner impair the rights of the Holders of any other series of Outstanding Obligations, including, without limitation:

(1) the right to institute a suit, action or other proceeding in equity or at law, upon or under or with respect to this Master Indenture seeking any remedy provided under this Master Indenture if the Master Trustee shall have neglected or refused to institute any such action, suit or proceeding;

(2) the right to approve the appointment of a successor Trustee under this Master Indenture;

(3) the right to be deemed the Holder of any Obligation notwithstanding the fact such Obligation is owned or held by a Related Bond Trustee or Related Issuer as security for the payment of Related Bonds;

- (4) the right to receive written notice of the occurrence of any Event of Default;
- (5) the right to approve Supplemental Indentures;
- (6) the right to approve any appointment of any Management Consultant or Insurance Consultant under this Master Indenture; and
- (7) the right to act or direct action by the Master Trustee in case of an Event of Default or otherwise include provision for such Holders to act without intervention of the Master Trustee.

SECTION 2.04. EXECUTION AND AUTHENTICATION OF OBLIGATIONS. Obligations shall be executed for and on behalf of the Obligated Group (but, if directed by the Obligated Group Agent, in the name of the Member or Members of the Obligated Group for whose use the proceeds of the issuance of the Obligations are to be provided as specified in Section 2.02(A) hereof) by an authorized officer of the Obligated Group Agent or such other officer, including any officer of any Member of the Obligated Group, designated in writing by, or in the manner specified in, a resolution of the of the Obligated Group Agent. An Obligation executed in the name of a Member or Members of the Obligated Group shall not affect the joint and several obligation of all Members of the Obligated Group pursuant to Section 4.02 hereof with respect to such Obligation. The signatures, or facsimiles thereof, of all such officers may be mechanically or photographically reproduced on the Obligations. If any officer whose signature appears on any Obligation ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Each Obligation shall be manually authenticated by an authorized signatory of the Master Trustee, without which authentication no Obligation shall be valid or Holder thereof entitled to the benefits hereof.

SECTION 2.05. FORM OF THE MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION. The Master Trustee's authentication shall be substantially in the following form:

TRUSTEE'S AUTHENTICATION CERTIFICATE

This [identity given to the Obligation in a Related Supplement] is one of the Obligations (of the series designated therein) described in the within-mentioned Master Indenture.

Deutsche Bank Trust Company Americas, as Trustee

By: _____
Authorized Signature

SECTION 2.06. CERTAIN CONDITIONS OF ISSUANCE OF OBLIGATIONS. Simultaneously with or prior to the execution, authentication and delivery of Obligations pursuant to this Master Indenture:

(A) there shall be delivered to the Master Trustee an Officer's Certificate to the effect that all requirements and conditions to the issuance of such Obligations, if any, set forth in the Related Supplement have been complied with and satisfied;

(B) the Obligated Group Agent shall have delivered or caused to be delivered to the Master Trustee such opinions, certificates, proceedings, instruments and other documents as the Master Trustee or Related Issuer, if any, may reasonably request; and

(C) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that after giving effect to the issuance of such Obligations, each of the Financial Covenants set forth in Section 5.01 hereof are satisfied.

ARTICLE III

MEMBERSHIP IN THE OBLIGATED GROUP

SECTION 3.01. CONDITIONS FOR MEMBERSHIP IN THE OBLIGATED GROUP. Any Person shall become a Member of the Obligated Group upon satisfaction of all of the following conditions:

(A) Such Person shall execute and deliver to the Master Trustee any appropriate instrument containing the agreement of such Person to become a Member of the Obligated Group under this Master Indenture, and, thereby, to become jointly and severally obligated for the payment, in accordance with their terms, of all Obligations Outstanding hereunder, and subject to compliance with all provisions of this Master Indenture pertaining to a Member of the Obligated Group, including the performance and observance of all covenants and obligations of a Member of the Obligated Group hereunder;

(B) The Master Trustee shall have received an Officer's Certificate to the effect that the Obligated Group Agent consents to such Person becoming a Member of the Obligated Group;

(C) The Master Trustee shall have received an Opinion of Counsel to the effect that:

(1) the conditions contained herein relating to membership in the Obligated Group have been satisfied;

(2) under then existing law, such Person becoming a Member of the Obligated Group will not subject any Outstanding Obligation to the registration provisions of the Securities Act of 1933, as amended (or that such Obligation has been so registered if registration is required);

(3) this Master Indenture will remain exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended, or has so qualified if no longer exempt; and

(4) this Master Indenture and the instrument executed and delivered by such Person in accordance with the foregoing Section 3.01(A) hereof are each valid and binding obligations of such Person, enforceable against such Person in accordance with their terms, provided that such opinion as to enforceability may be qualified to the extent that enforcement of the rights and remedies created by this Master Indenture or such instrument are subject to general principles of equity or to bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights in general; and provided further that such opinion may be qualified to the extent that the making of such instrument or any payment required to be made by such Person pursuant to this Master Indenture or such instrument, with respect to Obligations other than those for which such Person has been identified pursuant to Section 2.02(A) hereof, might constitute a fraudulent conveyance under applicable bankruptcy and insolvency laws;

(D) If there remains Outstanding any Related Bond which is a Tax-Exempt Bond, then the Master Trustee and the applicable Related Issuer and Related Bond Trustee shall have received an Opinion of Counsel to the effect that under then existing law, such Person becoming a Member of the Obligated Group would not cause such Related Bond to no longer be a Tax-Exempt Bond;

(E) The Master Trustee shall have received an Officer's Certificate to the effect that after giving effect to such Person becoming a Member of the Obligated Group, each of the Financial Covenants set forth in Section 5.01 hereof would still be satisfied; and

(F) The Master Trustee shall have received an Officer's Certificate to the effect that, immediately after the admission of such Person to the Obligated Group, the Obligated Group will not be in default in the performance or observance of any covenant or condition to be performed or observed hereunder.

SECTION 3.02. WITHDRAWAL FROM THE OBLIGATED GROUP.

(A) No Member of the Obligated Group may withdraw from the Obligated Group unless:

(1) the Obligated Group Agent consents to such withdrawal;

(2) such Member is not a Member for whose use proceeds of a series of Outstanding Obligations were provided as set forth in a Related Supplement pursuant to Section 2.02(A) hereof;

(3) if there remains Outstanding any Related Bond which is a Tax-Exempt Bond, then the Master Trustee, the applicable Related Issuer and Related Bond Trustee shall have received an Opinion of Counsel to the effect that under then existing law, the withdrawal of the Member of the Obligated Group would not cause such Related Bond to no longer be a Tax-Exempt Bond;

(4) the Master Trustee shall have received an Officer's Certificate to the effect that after giving effect to such Person withdrawing from the Obligated Group, each of the Financial Covenants set forth in Section 5.01 would still be satisfied; and

(5) the Master Trustee shall have received an Officer's Certificate to the effect that, immediately after the withdrawal of such Member from the Obligated Group, the Obligated Group will not be in default in the performance or observance of any covenant or condition to be performed hereunder.

(B) Upon compliance with the conditions contained in Section 3.02(A) hereof, the Master Trustee shall execute any documents reasonably requested by the Obligated Group Agent or withdrawing Member to evidence the termination of such Member's obligations hereunder and under any Supplemental Indenture.

ARTICLE IV

GENERAL REQUIREMENTS OF MEMBERSHIP AND NATURE OF OBLIGATIONS

SECTION 4.01. POWER TO INCUR INDEBTEDNESS ON BEHALF OF MEMBERS OF THE OBLIGATED GROUP. Each Member of the Obligated Group, respectively, by becoming a Member acknowledges that each other Member of the Obligated Group has the power to issue Obligations hereunder, subject to the requirements hereof and of any Related Supplement and of any Supplemental Indenture, under which all Members of the Obligated Group will be jointly and severally obligated.

SECTION 4.02. JOINT AND SEVERAL OBLIGATIONS; INDIVIDUAL OBLIGATION; WAIVER.

(A) Each Member agrees that it will be responsible for making arrangements for the full and timely payment of Obligations as to which it has been identified pursuant to Section 2.02(A) hereof as the Member for whose use the proceeds of such Obligations are provided, and in the event that for any reason any payment with respect to any Obligation should not be made when due, the responsible Member shall immediately notify the Master Trustee, the Obligated Group Agent and all other Members of the Obligated Group in writing of such failure.

(B) Notwithstanding the foregoing Section 4.02(A) hereof, each Member of the Obligated Group hereby unconditionally and irrevocably agrees that it shall be jointly and severally obligated, and hereby agrees, to pay all amounts becoming due and payable on all Obligations issued hereunder according to the terms hereof and thereof. If, for any reason, any payment required pursuant to the terms of any Obligation issued hereunder has not been timely paid, each Member shall be obligated jointly and severally to make such payment.

(C) The issuance of Obligations pursuant to this Master Indenture by the Obligated Group is a common enterprise, and it is the intention of the Obligated Group that each and every Obligation shall constitute the direct Obligation of each and every Member of the Obligated Group, and shall not be a contingent or indirect Obligation. Should, notwithstanding the intention of the Obligated Group and the express language contained herein, the Obligation of any Member of the Obligated Group be construed otherwise, each Member of the Obligated Group hereby unconditionally waives (except to the extent expressly provided herein) diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of its duties hereunder, nonpayment at maturity and indulgences and notices of every kind, and consents to any and all forbearances and extension of the time of payment of the Obligations, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted pursuant to the terms of this Master Indenture, and to any and all substitutions, exchanges or releases of all or any part of the Collateral. The Members of the Obligated Group further agree that they shall have no right of subrogation whatsoever with respect to the Obligations, or to any moneys due and unpaid thereon or any Collateral, unless and until all Holders of the Obligations shall have received payment in full of all sums due in connection with any Obligation.

(D) Each Member of the Obligated Group agrees that their obligation to fully pay the Obligations shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of any Member of the Obligated Group or its estate in bankruptcy resulting from the operation of any present or future provision of the federal bankruptcy laws or other similar laws, or from the decision of any court.

SECTION 4.03. PAYMENT OF PRINCIPAL AND INTEREST. Each Member of the Obligated Group jointly and severally covenants to promptly pay or cause to be paid the principal of and premium, if any, and interest on Obligations issued hereunder at the place, on the dates and in the manner provided herein, in the Related Supplements and in the Obligations according to the terms thereof whether at maturity, upon proceedings for redemption, by acceleration or otherwise.

SECTION 4.04. PARTICULAR COVENANTS, FOLLOWING DEFAULT.

(A) The Members of the Obligated Group warrant, covenant and agree as follows:

(1) after an Event of Default has occurred under this Master Indenture or any of the Obligations Outstanding hereunder, the Obligated Group shall:

(a) furnish to the Master Trustee, in such form and at such intervals as the Master Trustee may request, information adequate to identify the Collateral which is subject to the security interest created hereunder (including its cost and location), and reports with respect to the acquisition and sale of such Collateral;

(b) allow the Master Trustee, upon reasonable notice and at reasonable times, to examine, inspect and make abstracts from, or copy any of the Obligated Group's books and records (relating to the Collateral or otherwise), and to arrange for verification of accounts directly with account debtors or by other methods; and

(c) upon request of the Master Trustee, to assemble the Collateral and make it available to the Master Trustee at any place designated by the Master Trustee, which shall be reasonably convenient to the Master Trustee and the Obligated Group;

(2) the Hospital shall mark its records and the Collateral to clearly indicate the security interest of the Master Trustee hereunder;

(3) at the time any Collateral becomes subject to a security interest hereunder in favor of the Master Trustee, the Members of the Obligated Group shall be deemed to have warranted that:

(a) one Member is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest vested in the Master Trustee; and

(b) except as otherwise permitted in this Master Indenture, none of the Collateral is subject to any security interest other than the security interest being created in favor of the Master Trustee, for and on behalf of the Obligation Holders, and there are no financing statements with respect thereto on file other than in favor of the Master Trustee except for Permitted Liens and financing statements evidencing the same; and

(4) the Members of the Obligated Group will keep the Collateral free at all times from any and all liens, security interests or encumbrances except for Permitted Liens;

(5) the Members of the Obligated Group shall permit the Master Trustee or its agents or attorneys, upon reasonable notice and at reasonable times, to inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located;

(6) to the extent permitted by applicable law, the Members of the Obligated Group shall do all acts and things and will execute all writings to establish, maintain and continue a perfected and valid security interest of the Master Trustee in the Collateral as provided in the Master Indenture, and shall promptly, on demand, pay all costs and expenses of filing and recording all instruments, including the costs of any searches by the Master Trustee, to establish and determine the validity and the priority of the Master Trustee's security interests;

(7) the Members of the Obligated Group shall pay promptly, and within the time that they can be paid without interest or penalty, all taxes, governmental charges, assessments and similar imposts and charges at any time levied or assessed upon or against the Collateral which are now, or hereafter may become, a lien, charge or encumbrance upon any of the Collateral, except to the extent contested in good faith as permitted in this Master Indenture, provided, however, that if any Member of the Obligated Group fails to pay any such taxes, assessments or other imposts or charges, the Master Trustee shall have the option to make such payment on behalf of such Member of the Obligated Group, and the Members agree hereby to repay the Master Trustee forthwith all amounts so expended by the Master Trustee, with interest at the rate of two percentage points above the stated prime lending rate of the Master Trustee in effect from time to time; and

(8) after an Event of Default, the Obligated Group shall reimburse the Master Trustee, in accordance with the provisions of the Uniform Commercial Code, for all expenses, including reasonable attorney fees and legal expenses, incurred by the Master Trustee in enforcing performance of the Obligated Group's obligations hereunder, in defending the Master Trustee's security interests and the priority thereof, or in pursuing any of the Master Trustee's or Obligation Holders' rights or remedies hereunder.

(B) If directed in writing by the Master Trustee upon the occurrence of any Event of Default, or when required by this Master Indenture, the Obligated Group shall, with respect to the Collateral:

(1) take appropriate action to collect and enforce payment of all accounts;

(2) endorse to the Master Trustee and forthwith deliver to the Master Trustee all such payments in the form received by the Obligated Group, without commingling such payments with any funds belonging to the Members of the Obligated Group;

(3) hold in trust for the Master Trustee all Collateral in which a security interest is granted hereunder; and

(4) forthwith deliver to the Master Trustee all property in the Obligated Group's possession or thereafter coming into its possession through enforcement of any such rights or security interests.

(C) The Master Trustee shall have no duty as to the collection or protection of Collateral or the proceeds thereof, nor as the preservation of any rights pertaining thereto, beyond the use of reasonable care in the custody and preservation of Collateral, if any, in the possession of the Master Trustee. The Obligated Group shall take all steps necessary to preserve rights against prior parties with respect to instruments and chattel paper of each Member of the Obligated Group, if any, in the possession of the Master Trustee.

(D) In the event of acceleration of indebtedness upon the occurrence of an Event of Default hereunder, the Master Trustee shall have and may exercise any one or more of the rights and remedies

provided hereunder or by law to a secured party, including, without limitation, the right to take possession and sell, lease or otherwise dispose of any or all of the Collateral.

(E) The Obligated Group shall, upon the occurrence of an Event of Default hereunder, and if not waived or cured as permitted hereunder, upon request of the Master Trustee, notify the account debtors or obligors of the security interest of the Master Trustee in any accounts subject to the security interest created hereunder, and to direct payment thereof to the Master Trustee.

(F) The proceeds of any sale or other disposition of Collateral authorized by this Master Indenture shall be applied in accordance with the provisions of Section 6.04 hereof. The Obligated Group shall remain liable for any deficiency and shall pay the same to the Master Trustee immediately upon demand.

(G) Nothing herein contained is intended, nor shall it be construed, to preclude the Master Trustee, or the Obligation Holders, from pursuing any other remedy provided by law for the collection of the indebtedness or any portion thereof, or the enforcement of any other Obligations issued hereunder, or for the recovery of any other sum to which the Master Trustee, or the Obligation Holders, may be or become entitled under the Master Indenture.

(H) No waiver of default shall be effective unless it is in writing signed by an officer of the Master Trustee, and no waiver of any default or forbearance on the part of the Master Trustee in enforcing any of its rights under this Master Indenture shall operate as a waiver of any other default or of the same default on a future occasion or of such right.

(I) The security interest created hereunder shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Uniform Commercial Code. Until terminated, the security interests hereby created shall continue in full force and effect and shall secure and be applicable to all outstanding Obligations.

(J) Until termination of the security interest created hereunder, the Master Trustee shall have and may exercise any and all of the rights and remedies given by this Master Indenture, or given to a secured party under the Uniform Commercial Code. This Master Indenture and all such rights and remedies shall inure to the benefit of the Master Trustee's successors and assigns and to any other holder who derives from the Master Trustee title to or an interest in the indebtedness or any other obligations of the Obligated Group and the legal representatives, successors and assigns of the Obligated Group.

(K) The Master Trustee neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Master Trustee is an assignee of contract rights.

(L) The current address of the Obligated Group's principal place of business, and the location of its records, is 2233 State Route 86, Saranac Lake, New York 12983.

ARTICLE V

**PARTICULAR COVENANTS OF EACH MEMBER
OF THE OBLIGATED GROUP**

SECTION 5.01. FINANCIAL COVENANTS.

(A) The Obligated Group shall maintain on an annual basis a Debt Service Coverage Ratio of at least 1.20 to 1.00. The measurement date for testing the Debt Service Coverage Ratio shall be the last day of each Fiscal Year, commencing with December 31, 2012.

(B) The Obligated Group shall maintain, as of December 31 of each year, commencing with December 31, 2012, a Capitalization Ratio of not greater than 65%.

(C) The Obligated Group shall maintain as of June 30 and December 31 of each year, commencing with December 31, 2012, Days of Cash on Hand of at least 50.

(D) The Obligated Group will not incur or guaranty any Indebtedness not outstanding on the date of issuance of the Initial Obligations except for:

(1) Long-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Long-Term Indebtedness (i) the Debt Service Coverage Ratio as of the most recent calculation date would have been at least 1.25:1.00 and (ii) the Capitalization Ratio as of the most recent calculation date would have been not greater than 65%;

(2) Short-Term Indebtedness, provided that in each case after giving effect to the incurrence of such Short-Term Indebtedness the incurrence tests set forth in (A)(1) above would have been satisfied.

SECTION 5.02. BUSINESS AND ORGANIZATIONAL COVENANTS. Each Member of the Obligated Group shall:

(A) Keep, and shall cause each of its Affiliates to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of each Member of the Obligated Group and each of its Affiliates, so as to permit the Obligated Group to present financial statements prepared in accordance with GAAP consistently applied;

(B) Preserve its corporate existence and all its rights, franchises and licenses to the extent necessary or desirable in the operation of its business affairs, and remain qualified to do business in the State and in each jurisdiction where its ownership of Property or the conduct of its business requires such qualification; provided, however, that nothing herein contained shall be construed to obligate a Member to retain or preserve any of its rights or licenses no longer used or, in the judgment of the Obligated Group Agent, useful in the conduct of that Member's business;

(C) Conduct its affairs and carry on its business and operations in such manner as to comply in all material respects with any and all applicable laws of the United States and the State, and duly observe and conform to all valid orders, regulations or requirements of any governmental authority relative to the conduct of its business and the ownership of its Property; provided, nevertheless, that nothing herein contained shall require the Member to comply with, observe and conform to any such law, order, regulation or requirement of any governmental authority which would have a material adverse

impact on the Obligated Group's financial condition or its ability to conduct its businesses, or would affect the validity or enforceability of this Master Indenture, or so long as the validity or application thereof shall be contested in good faith;

(D) Promptly pay or otherwise satisfy and discharge all of its Obligations and Indebtedness and all demands and claims against it as and when the same become due and payable, other than any such obligations (exclusive of Obligations of the Member issued hereunder) whose validity, amount or collectability is being contested in good faith by appropriate proceedings; provided that, if by continued non-payment of any such sums, the security created hereunder would be impaired, or any material portion of the Property would be subject to imminent loss or forfeiture, then such sums shall be paid immediately;

(E) Not merge or consolidate with, or sell or convey substantially all of its assets to any Person that is not a Member of the Obligated Group, unless:

(1) the successor corporation shall be organized and existing under the laws of the United States of America or a state thereof, and shall expressly assume the due and punctual payment of the principal of, premium, if any, interest on and all other amounts payable in respect of all Outstanding Obligations, and the due and punctual performance and observance of all of the covenants and conditions of this Master Indenture and instruments evidencing other Parity Indebtedness, if any, to be performed or observed by the Member;

(2) the Member or such successor corporation, as the case may be, immediately after such merger or consolidation, or such sale or conveyance, would not be in default in the performance or observance of any covenant or condition hereunder;

(3) the Financial Covenants set forth in Section 5.01 hereof shall continue to be satisfied;

(4) such successor corporation shall expressly assume in writing the full and faithful performance of the Member's duties and obligations hereunder and under the Related Financing Agreement to the same extent as if such successor corporation has been the original borrower under such Related Financing Agreement; and

(5) there shall have been delivered to the Master Trustee an Opinion of Counsel to the effect that the consummation of such merger, consolidation, or substantial sale or conveyance will not cause any Outstanding Related Bonds which are Tax-Exempt Bonds to no longer be Tax-Exempt Bonds;

provided, however, that a Member of the Obligated Group may dispose of or transfer any assets or property in the normal course of its business and may also make the following Permitted Dispositions whether or not they are undertaken in the normal course of business;

(1) the disposition of Property if the book value of such Property disposed of in any one Fiscal Year is not in excess of ten percent (10%) of the gross book value of the Property of the Obligated Group;

(2) the disposition of Property in the case of any proposed or potential condemnation or taking for public or quasi-public use of the Property or any portion thereof;

(3) the disposition of Property to any Person if such Property has, or within the next succeeding twenty-four (24) calendar months is reasonably expected to, become inadequate, obsolete,

worn out, unsuitable, unprofitable, undesirable or unnecessary and the disposition thereof will not (if applicable) impair the structural soundness of the remaining Property;

- (4) the disposition of Property in the ordinary course of business;
- (5) the disposition of Property that does not constitute part of the health care facilities of the Obligated Group;
- (6) the disposition of Property if such Property is replaced promptly by other Property of comparable utility or worth;
- (7) the disposition of Property constituting the sale, assignment or other disposition of accounts receivable, provided that the transaction is commercially reasonable and for consideration deemed fair and adequate in an Officer's Certificate delivered to the Master Trustee;
- (8) the disposition of Property to another Member of the Obligated Group; and
- (9) the disposition of Property in connection with a permitted reorganization under Section 5.02(E);

(F) Furnish to the Master Trustee and to any Beneficial Owner owning One Million (\$1,000,000) or more of the Obligations who shall request a copy in writing of the following:

- (1) within one-hundred fifty (150) days after the end and as of the close of each Fiscal Year, the annual audited financial statements of the Members of the Obligated Group for such Fiscal Year, reported on by an accountant (together with a calculation of the Financial Covenants set forth in Section 5.01 hereof); and
- (2) within forty-five (45) days after the end of each quarter of each Fiscal year, the unaudited financial statements of the Members of the Obligated Group for each of such quarter (together with a calculation of the Financial Covenants set forth in Section 5.01 hereof), prepared by or under the supervision of the chief financial officer of the Obligated Group Agent;
- (3) within ten (10) days prior to the end of each Fiscal Year, a budget for the succeeding Fiscal Year; and
- (4) within forty-five (45) days after the end of each Fiscal Year, an Officer's Certificate stating that (a) to the best of the knowledge of said person signing the Officer's Certificate, no Event of Default hereunder has occurred or is continuing and (b) the Institution is in compliance with the Financial Covenants set forth in Section 5.01 hereof.

SECTION 5.03. PROPERTY COVENANTS.

(A) Each Member of the Obligated Group shall, with regard to Property constituting part of the Collateral:

- (1) at all times cause such Property to be maintained, preserved and kept in good repair, working order and condition, in material compliance with all State and federal environmental laws, and all needful and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing herein contained shall be construed:

(a) to prevent any Member from ceasing to operate any portion of such Property either temporarily or permanently, or from selling or otherwise disposing of the such Property as permitted hereunder; and

(b) to obligate any Member to use, retain, preserve, repair, renew or replace any Property, leases, rights, privileges or licenses that, in the judgment of the Obligated Group Agent, are no longer useful in the conduct of the Member's business;

(2) promptly pay and discharge, before the same become delinquent, all taxes, governmental charges and assessments of whatever nature which may be levied or assessed against them or any of such Property, unless and to the extent only that such taxes or assessments shall be contested in good faith by appropriate proceedings;

(3) procure and maintain all licenses, permits, approvals, certifications and accreditations issued by any governmental agencies or private accrediting bodies which are deemed by the Obligated Group Agent to be necessary for the maintenance of Property, conduct of operations and performance of its obligations hereunder, and will not do, suffer or permit any act or thing to be done, whereby the rights of the Members of the Obligated Group to transact their functions might or could be terminated, or their operations and activities materially adversely restricted, or whereby the repayment of Obligations issued hereunder might or could be materially hindered, delayed or otherwise impeded;

(4) not create, assume, incur or permit to exist any Lien, security interest or charge on any of its Gross Revenues or other Collateral, except for Permitted Liens; and

(5) maintain insurance covering such risks of an insurable nature and of the character usually insured by organizations operating similar properties and engaged in similar operations in such amounts as are customarily carried in respect of such risks.

(6) file in the office of the New York State Department of State, Uniform Commercial Code Unit financing and continuation statements required to be filed pursuant to the Uniform Commercial Code of the State in order to perfect and to maintain the perfection of the security interests created by this Master Indenture.

(7) furnish, from time to time, satisfactory evidence to the Master Trustee of the recording and filing of all financing statements, continuation statements and other instruments necessary to preserve, perfect and maintain the perfection of any Lien granted by this Master Indenture.

(B) Insurance proceeds with respect to any casualty loss and condemnation awards with respect to any such Property shall be applied in accordance with the following provisions:

(1) Insurance proceeds with respect to any casualty loss or condemnation awards relating to such Property financed with an Obligation or Obligations shall be remitted by the Master Trustee or Obligated Group Member as applicable to the trustee or lender as provided in the applicable Related Financing Agreement and, in the case of such Property being financed with multiple Obligations, such remittance will be made on a pro rata basis between such Obligations.

(2) Subject to Section 5.03(B)(1) hereof, amounts received by any Member of the Obligated Group as insurance proceeds with respect to any casualty loss or as condemnation

awards with respect to any other such Property shall be paid to such Member and may be used for any lawful purpose.

(C) Members of the Obligated Group shall not cause or permit any liens or encumbrances on the Collateral, except for the following Permitted Liens:

(1) the rights of the Master Trustee created under this Master Indenture and Liens securing all Obligations issued hereunder on a parity basis;

(2) the rights of Related Bond Trustees and Related Issuers created under Related Bond Indentures and Related Financing Agreements, respectively;

(3) any lien granted to one or more lenders or lessors in connection with the creation or continuance of subordinated Indebtedness permitted hereunder;

(4) any lien, encumbrance or charge which is subordinate in all respects to the lien of this Master Indenture;

(5) any lien arising by reason of a good faith deposit, a deposit to a Debt Service Reserve Fund or similar fund, or an Irrevocable Deposit to a Special Redemption Fund;

(6) liens for taxes, assessments and other governmental charges not delinquent or which can be paid without penalty;

(7) unfiled inchoate mechanic's and materialmen's liens for construction work in progress;

(8) workmen's, repairmen's, warehousemen's, landlord's and carrier's liens and other similar liens;

(9) easements, rights-of-way, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and other encumbrances or defects in title, if they do not individually or in the aggregate materially impair the use of the Collateral or detract from the value thereof to the Obligated Group;

(10) any lien (including those referred to above) for the satisfaction and discharge of which a sum of money is on deposit with a fiduciary or trustee and pledged to and sufficient to satisfy such lien or resulting from the entry of a judgment which is the subject of perfected appeal proceedings or as to which the time within which an appeal therefrom may be perfected has not yet expired (but only so long as no Person in favor of whom such judgment was rendered has taken any action to enforce the lien resulting from such judgment);

(11) liens on Property received by Members of the Obligated Group through gifts, grants or bequests, such liens being due to restrictions imposed by the donor, grantor or testator on such gifts, grants or bequests of property or the income therefrom or such liens having been in existence at the time of such gift, grant or bequest;

(12) liens arising by reason of deposits or pledges in connection with leases of real estate, bids, contracts (other than contracts for the payment of money), or to secure statutory obligations or surety or performance bonds or other pledges of like nature and all in the ordinary course of business;

(13) rights and duties, and liens and encumbrances, created pursuant to or permitted by the provisions of this Master Indenture;

(14) liens and encumbrances on Property of Members of the Obligated Group, or any mortgage, security interest or other lien or encumbrance with respect to any property of any Person which becomes Collateral which is existing on the date that such Person becomes a Member of the Obligated Group or shall merge into or whose assets shall otherwise be acquired by a Member of the Obligated Group in a transaction permitted by this Master Indenture, and which shall not have been incurred in contemplation of such merger or acquisition; provided that:

(a) no such mortgage, security interest, lien or encumbrance so described or the indebtedness secured thereby may be extended or renewed (which terms shall not apply to the filing of any continuation statements under the Uniform Commercial Code) or modified to apply to any property of any obligor not subject to such mortgage, security interest, lien or encumbrance on the date of such merger or acquisition, except to the extent that such mortgage, security interest, lien or encumbrance, as so extended, renewed or modified could have been granted or created under any provision of this Master Indenture;

(b) no additional Indebtedness may thereafter be incurred that is secured by such lien; and

(c) no lien so described was created in order to avoid the limitations contained in this Master Indenture or the impositions of liens upon the Security;

(15) leases which relate to property which is of the type that is customarily the subject of leases, including, without limitation, equipment leases, office space for physicians and educational institutions, food service facilities, parking facilities, health and beauty;

(16) purchase money security interests and other security interests created in equipment owned or acquired by a Member of the Obligated Group;

(17) any lien arising out of a capitalized lease;

(18) rights of set-off and banker's liens with respect to funds on deposit in a financial institution in the ordinary course of business;

(19) Liens on accounts receivable arising as a result of the sale, pledge, factoring or encumbrance with respect to such accounts receivable, with or without recourse, provided that such Liens do not exceed in the aggregate ten percent (10%) of net accounts receivable of the Obligated Group for the most recent audited Fiscal Year; and

(20) liens and encumbrances described on **Exhibit A** annexed hereto and incorporated herein by reference thereto.

ARTICLE VI

DEFAULT AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT.

(A) An Event of Default, as used herein, shall mean any of the following events:

(1) the failure to make any payment of the principal of, the premium, if any, and interest on any Obligation issued and Outstanding hereunder when and as the same shall become due and payable, whether at maturity, by proceedings for redemption, by acceleration or otherwise, in accordance with the terms thereof, of this Master Indenture or a Related Supplement taking into account any applicable grace period;

(2) the failure by any Member of the Obligated Group to observe or perform any covenant or agreement on its part under this Master Indenture for a period of 30 days (or such longer period as permitted in writing by the Master Trustee) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Obligated Group Agent by the Master Trustee, or to the Obligated Group Agent and the Master Trustee by the Holders of at least 51% in aggregate principal amount of Obligations then Outstanding; provided, however, that if the failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if:

(A) such failure is not the result of financial inability to comply;

(B) such failure can be corrected; and

(C) corrective action can be instituted within such period and diligently pursued until the failure is corrected (as to which efforts the Master Trustee be regularly advised by the Obligated Group Agent);

(3) an event of default added pursuant to any Supplemental Indenture; or

(4) an event of default shall occur under a Related Bond Indenture or Related Bond Loan Agreement.

(B) The provisions of Section 6.01(A)(2) hereof are subject to the following limitation: If by reason of force majeure, any Member is unable in whole or in part to carry out its agreements on its part contained herein, such Member shall not be deemed in default during the continuance of such disability. The term "force majeure" includes the following: acts of God, strikes, lockouts or other employee disturbances, acts of public enemies, validly issued orders of any kind of the government of the United States of America, the state or states in which such Member is doing business, or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, imposed due to factors not within the control of such Member, and having a material effect on its ability to carry out its agreements hereunder, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or similar acts or events other than financial not within the control of such Member.

SECTION 6.02. ACCELERATION; ANNULMENT OF ACCELERATION.

(A) Upon the occurrence and during continuation of an Event of Default hereunder, the Master Trustee may and, upon the written request of the Holders of not less than fifty one percent (51%) in aggregate principal amount of Obligations Outstanding (other than Obligations which represent Non-Recourse Indebtedness), shall, by notice to the Obligated Group Agent, declare the principal amount of all Obligations Outstanding immediately due and payable, whereupon such principal amount shall become and be immediately due and payable, anything in the Obligations or herein to the contrary notwithstanding.

(B) At any time after the principal of the Outstanding Obligations shall have been so declared to be due and payable and before the entry of final judgment or decree on any suit, action or proceeding instituted on account of such default, if:

(1) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay all installments of interest, and interest on installments of interest and principal to the extent permitted by law at the rate prescribed in the Obligations and principal or redemption prices then due (other than the principal then due only because of such declaration) of all Obligations outstanding;

(2) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Master Trustee and any paying agents;

(3) all other amounts then payable by the Obligated Group hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Master Trustee; and

(4) every Event of Default (other than a default in payment of the principal of such Obligations then due only because of such declaration) shall have been remedied, then the Master Trustee may annul such declaration and its consequences with respect to any Obligations or portions thereof not then due by their terms. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 6.03. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES.

(A) Upon the occurrence and continuance of any Event of Default, the Master Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Obligations Outstanding, together with indemnification of the Master Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Obligation Holders hereunder by such suit, actions or proceedings as the Master Trustee shall deem expedient, including but not limited to:

(1) Enforcement of the right of the Obligation Holders to collect and enforce the payment of amounts due or becoming due under the Obligations;

(2) Suit upon all or any part of the Obligations;

(3) Civil action to require any Person holding moneys, documents or other property pledged to secure payment of amounts due or to become due on the Obligations to account as if it were the Master Trustee of an express trust for the Obligation Holders;

(4) Civil action to enjoin any acts or things, which may be unlawful or in violation of the rights of the Obligation Holders or to enforce specifically any covenant, obligation or agreement contained herein; and

(5) Enforcement of the provisions of this Master Indenture or any other right of the Obligation Holders conferred by law or hereunder including (to the extent this Master Indenture may lawfully provide) court costs, reasonable attorneys fees and other costs and expenses incurred in enforcing the provisions of this Master Indenture and the rights of the Obligation Holders.

(B) Upon the happening of an Event of Default, the Master Trustee, if requested in writing by the Holders of not less than fifty one (51%) in aggregate principal amount of Obligations then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may deem necessary or expedient:

(1) to prevent any impairment of the security hereunder or any acts which may be unlawful or in violation hereof; or

(2) to preserve or protect the interests of the Holders, provided that such request and the action to be taken by the Master Trustee are not in conflict with any applicable law or the provisions hereof and is not unduly prejudicial to the interest of the Obligation Holders not making such request.

SECTION 6.04. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT.

(A) During the continuance of an Event of Default, all moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of this Article, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of amounts due the Master Trustee under Section 7.05 hereof, shall be applied as follows:

(1) Unless the principal of all Outstanding Obligations shall have become or have been declared due and payable:

FIRST: To the payment of the Persons entitled thereto of all installments of interest then due on Obligations in the direct order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Persons entitled thereto of the unpaid principal installments of any Obligations which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates, and if the amounts available shall not be sufficient to pay in full all Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal installments due on such date, to the Person entitled thereto, without any discrimination or preference.

(2) If the principal of all Outstanding Obligations shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon Obligations without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Obligations over

any other Obligations, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

(3) If the principal of all Outstanding Obligations shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of Section 6.04(A)(1) hereof, in the event that the principal of all Outstanding Obligations shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 6.04(A)(2) hereof.

(B) Whenever moneys are to be applied by the Master Trustee pursuant to the provisions of this Section 6.04(B) hereof, such moneys shall be applied by it at such times, and from time to time, as the Master Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Master Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Master Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of an Obligation unless such Obligation and unmatured coupons, if any, appertaining to such Obligation shall be presented to the Master Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(C) Whenever the principal on all Obligations and interest thereon has been paid under the provisions of this Section and all fees, expenses and charges of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive the same, if no other Person shall be entitled thereto, then the balance shall be paid to the Members of the Obligated Group, their successors, or as a court of competent jurisdiction may direct.

SECTION 6.05. REMEDIES NOT EXCLUSIVE. No remedy by the terms hereof conferred upon or reserved to the Master Trustee or the Obligation Holders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof.

SECTION 6.06. REMEDIES VESTED IN THE MASTER TRUSTEE. All rights of action (including the right to file proof of claims) hereunder or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Master Trustee may be brought in its name as the Master Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Obligations. Subject to the provisions of Section 6.04 hereof, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Obligations.

SECTION 6.07. OBLIGATION HOLDERS; CONTROL OF PROCEEDINGS. If an Event of Default shall have occurred and be continuing, notwithstanding anything herein to the contrary, the Holders of at least a majority in aggregate principal amount of Obligations then Outstanding shall have the right, at any time, by any instrument in writing executed and delivered to the Master Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of any terms and conditions hereof or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is not in conflict with any applicable law or the provisions hereof (including indemnity to the Master Trustee as provided herein) and is not unduly prejudicial to the interest of Obligation Holders not joining in such direction and provided further than nothing in this Section 6.07

shall impair the right of the Master Trustee in its discretion to take any other action hereunder which it may deem proper and which is not inconsistent with such direction by Obligation Holders.

SECTION 6.08. TERMINATION OF PROCEEDINGS. In case any proceeding taken by the Master Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Master Trustee or to the Obligation Holders, then the Members of the Obligated Group, the Master Trustee and the Obligation Holders shall be restored to their former position and rights hereunder, and all rights, remedies and powers of the Master Trustee and the Obligation Holders shall continue as if no such proceeding had been taken, except to the extent that any of such rights, remedies and powers shall have been limited by an adverse determination.

SECTION 6.09. WAIVER OF EVENT OF DEFAULT.

(A) No delay or omission of the Master Trustee or of any Obligation Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or any acquiescence therein. Every power and remedy given by this Article VI to the Master Trustee and the Obligation Holders, respectively, may be exercised from time to time and as often as may be deemed expedient by them.

(B) The Master Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(C) Notwithstanding anything contained herein to the contrary, the Master Trustee, upon written request of the Holders of at least a majority of the aggregate principal amount of Obligations then Outstanding, shall waive any Event of Default hereunder and its consequences; provided, however, that, except under the circumstances set forth in Section 6.02(B) hereof, a default in the payment of the principal of, premium, if any, or interest on any Obligations, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Obligations at the time Outstanding.

(D) In case of any waiver by the Master Trustee of an Event of Default hereunder, the Members of the Obligated Group, the Master Trustee and the Obligation Holders shall be restored to their former positions and right hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

SECTION 6.10. APPOINTMENT OF RECEIVER.

(A) Upon the occurrence of any Event of Default unless the same shall have been waived as herein provided, the Master Trustee shall be entitled as a matter of right if it shall so elect:

- (1) forthwith and without declaring the principal of the Obligations to be due and payable;
- (2) after declaring the same to be due and payable; or
- (3) upon the commencement of an action to obtain the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Master Trustee or the Obligation Holders, to the appointment of a receiver or receivers of any or all of the Property of the Obligated Group with such powers as the court making such appointment shall confer.

(B) Each Member of the Obligated Group, respectively, hereby consents and agrees, and will, if requested by the Master Trustee, consent to the appointment of such receiver and such receiver may be given the right, power and authority, to the extent the same may lawfully be given, to take possession of and operate and deal with such Property and the revenues, profits and proceeds therefrom, with like effect as the Member of the Obligated Group could do so, and to borrow money and issue evidences of indebtedness as such receiver.

SECTION 6.11. REMEDIES SUBJECT TO PROVISIONS OF LAW. All rights, remedies and powers provided by this Article VI may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all of the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this instrument or the provisions hereof invalid or unenforceable under the provisions of any applicable law.

SECTION 6.12. NOTICE OF EVENT OF DEFAULT. The Master Trustee shall, within 15 days after a Responsible Officer of the Master Trustee has actual knowledge of the occurrence of an Event of Default, mail to all Obligation Holders as the name and addresses of such Holders appear upon the books of the Master Trustee and each Rating Agency maintaining a solicited rating on Outstanding Related Bonds, notice of such Event of Default so known to the Master Trustee, unless such Event of Default shall have been cured before the giving of such notice.

ARTICLE VII

THE MASTER TRUSTEE

SECTION 7.01. CERTAIN DUTIES AND RESPONSIBILITIES.

(A) Except during the continuance of an Event of Default:

(1) the Master Trustee shall undertake to perform such duties and only such duties as are specifically set forth in this Master Indenture, and no implied covenants or obligations shall be read into this Master Indenture against the Master Trustee; and

(2) in the absence of willful misconduct on its part, the Master Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Master Trustee and conforming to the requirements of this Master Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Master Trustee, the Master Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Master Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(B) In case an Event of Default has occurred and is continuing, the Master Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.

(C) No provision of this Master Indenture shall be construed to relieve the Master Trustee from liability for its own negligent actions, its own negligent failures to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to limit the effect of Section 7.01(A) hereof;

(2) the Master Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Master Trustee was negligent in ascertaining the pertinent fact;

(3) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee, under this Master Indenture; and

(4) no provision of this Master Indenture shall require the Master Trustee to expend or risk its own fund a or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(D) Whether or not therein expressly so provided, every provision of this Master Indenture relating to the conduct or affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section 7.01 hereof.

SECTION 7.02. CERTAIN RIGHTS OF MASTER TRUSTEE. Subject to Section 7.01 hereof,

(A) The Master Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, obligation, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Master Trustee shall not be liable for any action taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed under this Master Indenture or omitted to be taken by it by reason of the lack of direction or instruction by which it is governed under this Master Indenture or omitted to be taken by it by reason of the lack of direction or instruction required for such action, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment or consent or other action by the Master Trustee is called for by this Master Indenture, the Master Trustee may defer such action pending receipt of such evidence, if any, as it may reasonably require in support thereof. A permissive right or power to act shall not be construed as a requirement to act. The Master Trustee shall not in any event be liable for the application or misapplication of funds, or for other acts or defaults, by any person, firm or corporation except by its own directors, officers, agents, and employees. No recourse shall be had by any Member or any Obligation Holder for any claim based on this Master Indenture or any obligation against any director, officer, agent or employee of the Master Trustee unless such claim is based upon the bad faith, fraud or deceit of such person.

(B) Any request or direction of any Member of the Obligated Group shall be sufficiently evidenced by an Officer's Certificate and any action of a governing body of any Member of the Obligated Group may be sufficiently evidenced by a copy of a resolution certified by the secretary or an assistant secretary of the Member of the Obligated Group to have been duly adopted by such governing body and to be in full force and effect on the date of such certification and delivered to the Master Trustee.

(C) Whenever in the administration of this Master Indenture the Master Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Master Trustee (unless other evidence be herein specifically prescribed) may, in the absence of willful misconduct on its part, conclusively rely upon an Officer's Certificate.

(D) The Master Trustee may act upon the opinion or advice of counsel (who may be counsel for any Obligation Holder), accountants, engineers or surveyors selected by it in the exercise of reasonable care and the written advice or opinion of such Person or Persons shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in conclusive reliance thereon.

(E) The Master Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Master Indenture at the request or direction of any of the Obligation Holders pursuant to this Master Indenture, unless such Obligation Holder shall have offered to the Master Trustee reasonable security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. In any case where more than one Obligation Holder is providing indemnity to the Master Trustee hereunder, such indemnity shall be several and not joint and, as to each Obligation Holder, such indemnity obligation shall not exceed its percentage interest of Outstanding Obligations. If provided indemnity hereunder, the Master Trustee shall utilize counsel or other advisors designated by a majority in interest of the indemnifying Obligation

Holders to whom the Master Trustee has no reasonable objection and, in the event the Master Trustee requires independent counsel, the costs and expenses thereof shall be for its own account and the Master Trustee shall not have any right for reimbursement from the Obligated Group or the Obligation Holders.

(F) Except as specifically provided in this Master Indenture, the Master Trustee shall not be required to monitor the financial condition of any Member or the physical condition of the Property and shall not have any responsibility with respect to reports, notices, certificates or other documents filed or to be filed with it hereunder. The Master Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, but the Master Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Master Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of any Member of the Obligated Group, personally or by agent or attorney and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation. The reasonable expense of every such examination shall be paid by the Obligated Group or, if paid by the Master Trustee, shall be repaid by the Obligated Group upon demand.

(G) The Master Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Master Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(H) The Master Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Master Indenture.

(I) In no event shall the Master Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Master has been advised of the likelihood of such loss or damage and regardless of the form of action.

(J) The rights, privileges, protections, immunities and benefits given to the Master Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Master Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(K) In the event that the Master Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any obligation for the benefit of another, which in the Master Trustee's sole discretion may cause the Master Trustee to incur potential liability for any Environmental Claim, the Master Trustee reserves the right, instead of taking such action, to either resign as the Master Trustee or arrange for the transfer of the title or control of the asset to a court-appointed receiver. The Master Trustee shall not be liable to the Members, any Obligation Holder or any other Person for any Environmental Claims by reason of the Master Trustee's actions and conduct as authorized, empowered and directed under this Master Indenture or any Financing Documents.

SECTION 7.03. RIGHT TO DEAL IN OBLIGATIONS AND RELATED BONDS. The Master Trustee may in good faith buy, sell or hold and deal in any Obligations and Related Bonds with like effect as if it were not the Master Trustee and may commence or join in any action which an Obligation Holder

or holder of a Related Bond is entitled to take with like effect as if the Master Trustee were not the Master Trustee.

SECTION 7.04. REMOVAL AND RESIGNATION OF THE MASTER TRUSTEE.

(A) The Master Trustee may resign, and may be removed at any time by an instrument or instruments in writing signed by the Holders of not less than 51% of the principal amount of Obligations then Outstanding. Any such resignation or removal shall not become effective until thirty (30) days after notice of such resignation or removal shall have been given as provided herein nor unless and until a successor Trustee has been appointed and has assumed the trusts created hereby. Written notice of such resignation or removal shall be given to the Obligated Group Agent and to each Holder of Obligations then Outstanding. A successor Trustee may be appointed at the direction of the Holders of not less than 51% in aggregate principal amount of Obligations Outstanding; but if no such appointment is made, the Obligated Group Agent shall appoint a successor Trustee. In the event a successor Trustee has not been appointed and qualified within thirty (30) days of the date notice of resignation or removal is given the Master Trustee, the Obligated Group Agent or any Obligation Holder may apply to any court of competent jurisdiction, at the expense of the Obligated Group Agent, for the appointment of a successor Trustee to act until such time as a successor is appointed as above provided.

(B) The Master Trustee may be removed and a successor appointed at any time by an instrument in writing signed by the Obligated Group Agent provided there is no Event of Default hereunder. Written notice of such removal and of the appointment of such successor shall be given to each Holder of Obligations then Outstanding and such removal shall take effect upon the qualification of such successor Master Trustee.

(C) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Master Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do and doing trust business in one or more states of the United States of America and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(D) Every successor Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Obligated Group Agent an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(E) Each successor Trustee, not later than ten days after its assumption of the duties hereunder, shall mail a notice of such assumption to each registered Holder of Obligations.

SECTION 7.05. COMPENSATION AND REIMBURSEMENT.

(A) Each Member of the Obligated Group, respectively, agrees:

(1) to pay the Master Trustee from time to time such reasonable compensation as agreed in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) upon an Event of Default hereunder, to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence or willful misconduct; and

(3) to indemnify the Master Trustee for, and to hold it harmless against, any loss, liability or expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against any such claim (whether asserted a Member of the Obligated Group or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The respective obligations of the Obligated Group Members under this subsection 705(A) to compensate the Master Trustee, to pay or reimburse the Master Trustee for expenses, disbursements, or advances and to indemnify and hold harmless the Master Trustee shall survive satisfaction and discharge of this Master Indenture.

(B) As security for the performance of the Members of the Obligated Group under this Section 7.05 hereof, the Master Trustee shall have a lien prior to any Obligation upon all property and funds held or collected by the Master Trustee as such, except funds held in trust for the payment of principal of or interest or premiums, if any, on Obligations.

SECTION 7.06. RECITALS AND REPRESENTATIONS.

(A) The recitals, statements and representations contained herein, or in any Obligation (excluding the Master Trustee's authentication on the Obligations) shall be taken and construed as made by and on the part of the Members of the Obligated Group, and not by the Master Trustee, and the Master Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(B) The Master Trustee makes no representations as to, and is not responsible for, the validity or sufficiency hereof, of the Obligations, or the validity or sufficiency of insurance to be provided. The Master Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or sufficiency of such document. The Master Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions here duty of inquiry with respect to any default or Events of Default described herein without actual knowledge thereof by a Responsible Officer of the Master Trustee in its Corporate Department or receipt by the Master Trustee of written notice of a default or an Event of Default from a Member of the Obligated Group or any Holder.

SECTION 7.07. SEPARATE OR CO-TRUSTEE.

(A) At any time or times, for the purpose of meeting any legal requirements of any jurisdiction, the Master Trustee shall have power to appoint, and, upon the request of the Holders of at least 25% in aggregate principal amount of Obligations Outstanding, shall appoint, one or more Persons approved by the Master Trustee either to act as co-trustee or co-trustees, jointly with the Master Trustee, to act as separate trustee or separate trustees, and to vest in such Person or Persons, in such capacity, such

rights, powers, duties, trusts or obligations as the Master Trustee may consider necessary or desirable, subject to the remaining provisions of this Section 7.07.

(B) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms:

(1) Obligations shall be authenticated and delivered solely by the Master Trustee.

(2) All rights, powers, trusts, duties and obligations conferred or imposed upon the Master Trustees shall be conferred or imposed upon and exercised or performed by the Master Trustee, or by the Master Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Master Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(3) Any request in writing by the Master Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient to warrant the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(4) Any co-trustee or separate may, to the extent permitted by law, delegate to the Master Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(5) The Master Trustee at any time, by any instrument in writing, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 7.07. Upon the request of the Master Trustee, the Obligated Group Agent shall join with the Master Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(6) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, nor will the act or omission of any trustee hereunder be imputed to any other trustee.

(7) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Master Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(8) Any moneys, papers, securities or other items of personal Property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Master Trustee.

(C) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or her shall be vested with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment jointly with the Master Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms hereof. Every such acceptance shall be filed with the Master Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing, constitute the Master Trustee its attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its behalf and in its name.

(D) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all rights, powers, trusts, duties and obligations of co-trustee or separate trustee shall, so far as by law, vest in and be exercised by the Master Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

(E) No Master Trustee hereunder shall be responsible for the acts or omissions of any other co-trustee or separate trustee hereunder.

SECTION 7.08. ADDITIONAL DUTIES OF THE MASTER TRUSTEE The Master Trustee shall execute any documents reasonably requested by any member of the Obligated Group related to Parity Indebtedness not inconsistent with the provisions of this Master Indenture.

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS

SECTION 8.01. SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF OBLIGATION HOLDERS. The Obligated Group Agent, on behalf of each Member of the Obligated Group, when authorized by resolution or other action of equal formality by its Board, and the Master Trustee may, without the consent of or notice to any of the Holders, enter into one or more Supplemental Indentures for one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission herein which shall not have a material adverse effect to the Holders of any Obligations.

(B) To correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder and which shall not materially and adversely affect the interests of the Holders.

(C) To grant or confer ratably upon all of the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them, subject to the provisions of Section 8.02(A) hereof.

(D) To qualify this Master Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect.

(E) To create and provide for the issuance of Obligations as permitted hereunder.

(F) To obligate a successor of a Member of the Obligated Group, or any other Member of the Obligated Group, as provided in Section 5.02(D) hereof.

(G) To assign and pledge under this Master Indenture any additional revenues, properties or collateral.

(H) To permit an Obligation to be secured by security which is not extended to all Obligation holders.

(I) To modify or eliminate any of the terms of this Master Indenture; provided, however, that such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Obligation outstanding of any series created prior to the execution of such Supplemental Indenture.

(J) To modify or delete any provision herein which a Management Consultant shall determine to be inappropriate or impractical and detrimental to the interests of the Holders of Obligations due to changes in circumstances generally affecting the operation of activities similar to the activities of the Members of the Obligated Group located in the areas served by the Obligated Group, and beyond the control of any Member of the Obligated Group.

(K) To set forth the terms and conditions relating to the granting of a Lien in favor of the Master Trustee securing all Obligations on a parity basis as permitted by Section 5.03(C)(1) hereof.

SECTION 8.02. SUPPLEMENTAL INDENTURES REQUIRING CONSENT OF OBLIGATION HOLDERS.

(A) Other than the Supplemental Indentures referred to in Section 8.01 hereof and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Holders of not less than a majority of aggregate principal amount of Obligations then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the Obligated Group Agent, when authorized by resolution or other action of equal formality by its Board, and the Master Trustee, of such Supplemental Indentures as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular order, any of the terms or provisions contained herein; provided, however, nothing in this Section 8.02 shall permit or be construed as permitting a Supplemental Indenture which would:

(1) extend the stated maturity of or time for paying interest on any Obligation or reduce the principal amount of or the redemption premium or rate of interest payable on or currency of payment of any Obligation without the consent of the Holder of such Obligation;

(2) modify, alter, amend, add to or rescind any of the terms or provisions hereof in any manner which would materially and adversely affect the interests of the Obligation Holders or any of them without the consent of the Holders of all Obligations then Outstanding; or

(3) reduce the aggregate principal amount of Obligations then Outstanding, the consent of the Holders of which is required to authorize such Supplemental Indenture without the consent of the Holders of all Obligations then Outstanding.

(B) If at any time the Obligated Group Agent shall request the Master Trustee to enter into a Supplemental Indenture pursuant to this Section 8.02, which request is accompanied by a copy of the certified resolution or other action of its Board, and the proposed Supplemental Indenture, and, if within such period not exceeding three years, as shall be prescribed in such request, following the request, the Master Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the aggregate principal amount or numbers of Holders of Obligations specified in Section 8.02(A) hereof for the Supplemental Indenture in question, which instrument or instruments shall refer to the proposed Supplemental Indenture and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Master Trustee, thereupon, but not otherwise, the Master Trustee may execute such Supplemental Indenture in substantially such form, without liability or responsibility to any Obligation Holder, whether or not such Holder shall have consented thereto.

(C) Any such consent shall be binding upon the Obligation Holder giving such consent, upon any subsequent Holder of such Obligation, and of any Obligation issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Obligation by giving such revocation to the Master Trustee (prior to the filing of the statement described below with the Obligated Group Agent) in the manner permitted by Section 10.01 hereof. At any time after the Holders of the required principal amount or number of Holders of Obligations shall have filed their consents to the Supplemental Indenture, the Master Trustee shall make and file with the Obligated Group Agent a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(D) If the Holders of the required principal amount or number of the Obligations Outstanding shall have consented to and approved the execution of such Supplemental Indenture as herein provided,

no Holder of any Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Master Trustee or any Member of the Obligated Group from executing the same or from taking any action pursuant to the provisions thereof.

SECTION 8.03. EXECUTION AND EFFECT OF SUPPLEMENTAL INDENTURES.

(A) In executing any Supplemental Indenture permitted by this Article, the Master Trustee shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted hereby. The Master Trustee may, but shall not be obligated to enter into any such Supplemental Indenture which affects the Master Trustee's own rights, duties or immunities.

(B) Upon the execution and delivery of any Supplemental Indenture in accordance with this Article VIII, the provisions hereof shall be modified in accordance therewith and such Supplemental Indenture shall form a part hereof for all purposes and every Holder of an Obligation theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(C) Any Obligation authenticated and delivered after the execution and delivery of any Supplemental Indenture in accordance with this Article VIII, may, and if required by the Obligated Group Agent or the Master Trustee, shall bear a notation in form approved by the Master Trustee as to any matter provided for in such Supplemental Indenture. If, in respect of any series of Obligations then Outstanding, the Obligated Group Agent or the Master Trustee shall so determine, new Obligations so modified as to conform, in the opinion of the Master Trustee and the Obligated Group Agent, to any such Supplemental Indenture may be prepared and executed, and authenticated and delivered by the Master Trustee in exchange for and upon surrender of Obligations then Outstanding.

ARTICLE IX

SATISFACTION AND DISCHARGE OF MASTER INDENTURE

SECTION 9.01. SATISFACTION AND DISCHARGE OF MASTER INDENTURE. If:

(A) all Members of the Obligated Group shall deliver to the Master Trustee for cancellation all Obligations theretofore authenticated (other than any Obligations which shall have been mutilated, destroyed, lost or stolen and which shall have been replaced or paid as provided in the Related Supplement) and not theretofore canceled;

(B) all Obligations not theretofore canceled or delivered to the Master Trustee for cancellation shall have become due and payable and shall have been paid; or

(C) the Members of the Obligated Group or any thereof shall deposit or cause to be deposited with the Master Trustee (or with a bank or trust company acceptable to the Master Trustee pursuant to an agreement on behalf of the Obligated Group with such bank or trust company in form acceptable to the Master Trustee), as trust funds, the entire amount of moneys or Governmental Securities, or both, the principal and interest on said Governmental Securities, together with such moneys, of which will be sufficient to pay, at maturity or upon redemption, all Obligations not theretofore canceled or delivered to the Master Trustee for cancellation, including principal, premium, if any, and interest due or to become due to such date of maturity or redemption, as the case may be, and, if the Members of the Obligated Group or any thereof shall also pay or cause to be paid all other sums payable hereunder by the Members of the Obligated Group or any thereof, including the Master Trustee's fees and expenses, and any Member of the Obligated Group gives written notice to the Master Trustee that this Master Indenture is to be terminated;

then this Master Indenture shall cease to be of further effect, and the Master Trustee, on demand of the Members of the Obligated Group, and at the cost and expense of the Members of the Obligated Group or any thereof, shall execute proper instruments acknowledging satisfaction of and discharging this Master Indenture. Each Member of the Obligated Group, respectively, hereby agrees to reimburse the Master Trustee for any costs or expenses theretofore and thereafter reasonably and properly incurred by the Master Trustee in connection with this Master Indenture or such Obligations.

SECTION 9.02. PAYMENT OF OBLIGATIONS AFTER DISCHARGE OF LIEN. Notwithstanding the discharge of this Master Indenture as provided in this Article IX, the Master Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Obligations, and for the registration, transfer, exchange and replacement of Obligations as provided herein or in any Related Supplement. Nevertheless, any moneys held by the Master Trustee or any paying agent for the payment of the principal of, premium, if any, or interest on any Obligation remaining unclaimed for seven years after the principal of all Obligations has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then, to the extent permitted by applicable law, be paid to the Members of the Obligated Group, and the Holders of any Obligations not theretofore presented for payment shall thereafter be entitled to look only to the Members of the Obligated Group for payment thereof as unsecured creditors, and all liability of the Master Trustee or any paying agent with respect to such moneys shall thereupon cease.

ARTICLE X

CONCERNING THE OBLIGATION HOLDERS

SECTION 10.01. EVIDENCE OF ACTS OF OBLIGATION HOLDERS.

(A) As to any request, direction, consent or other instrument provided hereby to be signed and executed by the Obligation Holders, such action may be in any number of concurrent writings of similar tenor and may be signed or executed by such Obligation Holders in person or by officer or agent appointed in writing.

(B) Proof of the execution of any such request, direction or other instrument or of the writing appointing any such officer or agent and of the ownership of Obligations, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Master Trustee and the Members of the Obligated Group, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(1) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who, by law, has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution;

(2) the fact of the holding by any Holder of bearer Obligations and coupons or the holding by any Person of bearer Related Bonds and coupons, not registered as to principal or interest or registered to bearer, and the amounts of such Obligations or Related Bonds and the date of its holding the same, may be proved by production of such Obligation or Related Bonds or by a certificate or signature guaranty executed by any trust company, bank, investment bankers, brokers or other depository (wherever situated), if such certificate or signature guaranty shall be deemed by the Master Trustee to be satisfactory, showing that at the date therein mentioned such Person owned or had on deposit with such trust company, investment bankers, brokers, or other depository the Obligations or Related Bonds and coupons described in such certificate; and

(3) the ownership of Obligations registered in the name of a Holder as to principal or as to principal and interest may be proved by the register of such Obligations.

(C) Nothing in this Section 10.01 shall be construed as limiting the Master Trustee to the proof herein specified, it being intended that the Master Trustee may accept (but shall not be obligated to accept) any other evidence of the matters herein stated which it may deem sufficient.

(D) Any action taken or suffered by the Master Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Holder of any Obligation or Obligations, shall be conclusive and binding upon all future Holders of the same Obligation or Obligations.

SECTION 10.02. OBLIGATIONS OR RELATED BONDS OWNED BY MEMBERS OF OBLIGATED GROUP. In determining whether the Holders of the requisite aggregate principal amount of Obligations have concurred in any demand, direction, request, notice, consent, waiver or other action under this Master Indenture, Obligations or Related Bonds that are owned by any Member of the Obligated Group or by any Affiliate shall be disregarded and deemed not to be Outstanding or outstanding under the Related Bond Indenture, as the case may be, for the purpose of any such

determination, provided that, for the purposes of determining whether the Master Trustee shall be protected in relying on any such direction, consent or waiver, only such Obligations or Related Bonds of which a Responsible Officer of the Master Trustee in its corporate trust department has actual notice or knowledge are so owned shall be so disregarded. Obligations or Related Bonds so owned that have been pledged in good faith may be regarded as Outstanding or outstanding under the Related Bond Indenture, as the case may be, for purposes of this Section 10.02, if the pledgee shall establish, to the satisfaction of the Master Trustee, the pledgee's right to vote such Obligations or Related Bonds and that the pledgee is not an Affiliate. In case of a dispute as to such right, any decision by the Master Trustee taken upon the advice of Counsel shall be full protection to the Master Trustee.

SECTION 10.03. INSTRUMENTS EXECUTED BY HOLDERS BIND FUTURE HOLDERS. At any time prior to (but not after) the time at which the Master Trustee takes action in reliance upon evidence, as provided in Section 10.01 hereof, of the taking of any action by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action, any Holder of such an Obligation that is shown by such evidence to be included in Obligations the Holders of which have consented to such action may, by filing written notice with the Master Trustee and upon proof of holding as provided in Section 10.01 hereof, revoke such action so far as concerns such Obligation. Except upon such revocation any such action taken by the Holder of an Obligation which by any provision hereof is required or permitted to be given shall be conclusive and binding upon such Holder and upon all future Holders of such Obligation, and of any Obligation issued in lieu thereof, whether or not any notation in regard thereto is made upon such Obligation. Any action taken by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action shall be conclusively binding upon each Member of the Obligated Group, the Master Trustee and the Holders of all of such Obligations.

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.01. LIMITATION OF RIGHTS. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Obligations issued hereunder is intended or shall be construed to give any Person other than each Member of the Obligated Group, the Master Trustee, and the Holders of the Obligations issued hereunder, any legal or equitable right, remedy or claim under or in respect to this Master Indenture or any covenants, conditions and provisions herein contained; this Master Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties mentioned in this Section 11.01.

SECTION 11.02. SEVERABILITY. If any one or more sections, clauses, sentences or parts hereof shall, for any reason, be questioned in any court of competent jurisdiction and shall be adjudged invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Obligations issued pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

SECTION 11.03. DAYS OTHER THAN BUSINESS DAYS. Except to the extent a Related Supplement or an Obligation provides otherwise:

(A) Subject to Section 11.03(B) hereof, when any action is provided herein to be done on a day or within a time period named, and the day or the last day of the period falls on a day which is not a Business Day, the action may be done on the next ensuing day that is a Business Day as though done on the day or within the time period named.

(B) When the date on which principal of or interest or premium on any Obligation is due and payable is not a Business Day, payment may be made on the next ensuing day that is a Business Day as though payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date.

SECTION 11.04. GOVERNING LAW WAIVER OF JURY TRIAL. This Master Indenture and any Obligation issued hereunder are contracts made under the laws of the State of New York and shall be governed by and construed in accordance with such law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE OBLIGATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.05. COUNTERPARTS. This Master Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument. The exchange of copies of this Master Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Master Indenture as to the parties hereto and may be used in lieu of the original Master Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 11.06. IMMUNITY OF INDIVIDUALS. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any Obligation issued hereunder or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future officer,

trustee, director, member, employee or agent of any Member of the Obligated Group which is a corporation, whether directly or indirectly, and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of Obligations issued hereunder.

SECTION 11.07. BINDING EFFECT. This instrument shall inure to the benefit of and shall be binding upon each Member of the Obligated Group, the Master Trustee and the Holders of Obligations and their respective successors and assigns, subject to the limitations contained herein.

SECTION 11.08. NOTICES.

(A) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

- (1) If to any Member of the Obligated Group, addressed to the Institution:

Adirondack Medical Center
2233 State Route 86
Saranac Lake, New York 12983
Attention: President

With a copy to:

Iseman, Cunningham, Reister & Hyde LLP
9 Thurlow Terrace
Albany, New York 12203
Attention: Richard Frankel, Esq.

- (2) If to the Master Trustee, addressed to:

Deutsche Bank Trust Company Americas
60 Wall Street
New York, New York 10005
Attention: Trust and Securities Services (Municipal Group)

- (3) If to the registered Holder of Obligations, addressed to such Holder at the address shown on the books of the Master Trustee kept pursuant hereto.


(B) Any Member of the Obligated Group or the Master Trustee may, from time to time, by notice in writing to the others and to the registered Holders of Obligations, designate a different address or addresses for notice hereunder.

SECTION 11.09. FORCE MAJEURE. In no event shall the Master Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Master Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 11.10. U.S.A. PATRIOT ACT. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Master Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Master Trustee. The parties to this Master Indenture agree that they will provide the Master Trustee with such information as it may request in order for the Master Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the parties have caused this Master Indenture to be duly executed as of the day and year first above written.

ADIRONDACK MEDICAL CENTER

By: 
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

[Signature page to Master Trust Indenture]

IN WITNESS WHEREOF, the parties have caused this Master Indenture to be duly executed as of the day and year first above written.

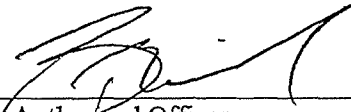
ADIRONDACK MEDICAL CENTER

By: _____
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____

Authorized Officer

By: _____

Authorized Officer

APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Administrative Expenses” shall mean the sum of: (A) the compensation and expenses paid to or incurred on behalf of Counsel and the Independent Public Accountant for services rendered to a Related Issuer solely in connection with the Obligated Group; (B) the expenses paid to or incurred on behalf of the officers and members of the Board of a Related Issuer, as such, for services rendered to such Related Issuer solely in connection with the Obligated Group, including the premiums on fidelity bonds, if any; and (C) the share allocable to the Obligated Group, determined in accordance with GAAP, of any compensation and expenses paid to or incurred on behalf of any of the persons named in clauses (a) and (b) above for services rendered to a Related Issuer, but which are not properly allocable solely to the Obligated Group or to any other particular activity of the Related Issuer.

“Affiliate” shall mean any Person which: (A) is Controlled by a Member of the Obligated Group (a “subsidiary”); (B) Controls a Member of the Obligated Group (a “parent”); (C) is under the Control of a common parent with a Member of the Obligated Group (a “sibling”); (D) is a subsidiary of a sibling or a subsidiary; or (E) is a supporting organization, (as such term is used in connection with Section 509(a)(3) of the Code) of a Member of the Obligated Group or some other Affiliate.

“Beneficial Owner” shall mean the Person in whose name Related Bonds are held, directly or indirectly, by one or more depositories, nominees or other fiduciaries.

“Board” shall mean the governing body of a Related Issuer, a Member of the Obligated Group, a prospective Member of the Obligated Group, the Obligated Group Agent, or an Affiliate, as the case may be.

“Borrowing Purpose” shall mean a Project or any other purpose for which a Member of the Obligated Group may incur Indebtedness according to law and its organizational documents.

“Business Day” shall mean any day other than a Saturday or Sunday or a day on which banking institutions located in the city in which the Designated Office of the Master Trustee is located are required or authorized to close or on which the New York Stock Exchange is closed.

“Capitalization Ratio” means (i) Outstanding Long-Term Indebtedness of the Obligated Group divided by (ii) the sum of Outstanding Long-Term Indebtedness and unrestricted net assets shown on the financial statements for the immediately preceding fiscal year of the Obligated Group audited in accordance with generally accepted accounting principles.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as in effect from time to time.

“Collateral” means all Gross Revenues of the Members of the Obligated Group, now or hereafter acquired, and all proceeds thereof.

“Completion Indebtedness” shall mean any Indebtedness incurred for the purpose of financing the completion of constructing or equipping facilities for the construction or equipping of which some

Indebtedness has theretofore been incurred in accordance with the provisions of this Master Indenture, to the extent necessary to provide a completed and equipped facility of the type and scope contemplated at the time, and in accordance with the general plans and specifications for such facility as originally prepared with only such changes as have been made in conformity with the documents pursuant to which such Indebtedness was originally incurred, including funding debt service reserve funds related thereto.

“Controlled” or “Controls” shall mean: (A) with respect to a corporation having stock, the ownership, directly or indirectly, of more than fifty percent (50%) of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of such corporation’s directors (or persons performing similar functions); (B) with respect to a non-profit or not-for-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of its governing board or body; (C) with respect to a partnership, being the sole general partner or being in Control (as defined herein) of a majority of the general partners if there is more than one; (D) with respect to a limited liability company, being the sole member or being in Control (as defined herein) of a majority of members if there is more than one; or (E) with respect to any other entity, having the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing board or body, by contract or otherwise.

“Counsel” shall mean an attorney-at-law (who may be of counsel to a Related Issuer or a Member of the Obligated Group) who shall be experienced in the matter in question.

“Credit Facility” means any Liquidity Facility, letter of credit, bond insurance policy, bond purchase agreement, guaranty, line of credit, surety bond or similar credit or liquidity facility securing any Indebtedness of any Obligated Group Member.

“Days Cash on Hand” means the amount determined by dividing (a) the amount of the Obligated Group’s unrestricted cash, investments and board designated funds (which cash, investments and funds shall exclude any cash collateral amounts held to support obligations under any Hedging Agreement) derived from the financial statements for the immediately preceding fiscal year of the Obligated Group (including Adirondack Medical Center Foundation) audited in accordance with generally accepted accounting principles by (b) the quotient obtained by dividing Expenses, derived from the most recent financial statements of the Obligated Group, by 365.

“Debt Service Coverage Ratio” means the ratio calculated by dividing (a) the Obligated Group’s excess or deficiency of revenues over expenses, plus depreciation, amortization and other non-cash expenses, plus interest expense, all for the immediately preceding four-quarter period ending on the date of determination by (b) Debt Service Requirement of the Obligated Group plus interest on Short-Term Indebtedness for the applicable period.

“Debt Service Requirement” means the aggregate of the payments to be made in respect of principal and interest on Outstanding Long-Term Indebtedness of the Obligated Group during the preceding 12 months; provided, however, that interest shall be excluded from determination of Debt Service Requirement to the extent the same is provided from the proceeds of the Long-Term Indebtedness, or moneys to pay such interest have been set aside for that purpose through reserves established on the financial books and records of the Obligated Group in accordance with generally accepted accounting principles, or in the case of any Guaranty, the principal of (and premium, if any) and interest and other debt service charges on the debt that is guaranteed for the period of time for which Debt Service Requirements are calculated shall not be included in the calculation of Debt Service Requirements to the extent required by Section 5.01(D)(9) hereof with respect to any Permitted Guaranty,

and otherwise shall not be included in such calculation unless the Person that gave such Guaranty was actually required to make, or transfer funds to enable the Primary Obligor to make, any payment with respect to such debt during such period, in which case the total amount paid by such Person with respect to such Guaranty in such period shall be included in the calculation of the Debt Service Requirements of such Person for such period.

“Effective Date” shall mean November 2, 2012, the date on which the Master Indenture becomes effective.

“Event of Default” shall mean any Event of Default specified in Section 6.01(A) of the Master Indenture, which continues beyond the period of time, if any, therein designated as a grace or cure period with respect to such event.

“Expenses” means, for any period, the aggregate of all operating expenses calculated under generally accepted accounting principles, including, without limitation, any taxes incurred by the Person or group of Persons involved during such period, minus (a) depreciation and amortization, (b) extraordinary expenses, losses on the sale, disposal or abandonment of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans, (c) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an affiliate which does not constitute an extraordinary expense, (d) losses resulting from any reappraisal, revaluation or write-down of assets other than bad debts, (e) any losses from the sale or other disposition of fixed or capital assets, (f) any losses resulting from changes in the valuation of investment securities and unrealized changes in the value of Hedging Agreements or resulting from the temporary impairment of investment securities and (g) any other non-cash expenses. If such calculation is being made with respect to the Obligated Group, any such expenses attributable to transactions between any Member and any other Member shall be excluded.

“Fiscal Year” means any twelve-month period beginning on January 1 of any calendar year and ending on December 31 of such calendar year or such other consecutive twelve-month period selected by the Obligated Group Agent as the fiscal year for the Obligated Group and designated from time to time in writing by the Obligated Group Agent to the Master Trustee; provided, however, that for purposes of making any calculations or determinations as set forth in this Master Indenture, the Obligated Group Agent may designate in writing to the Master Trustee as the “Fiscal Year” any twelve-month period. Whenever the Master Indenture refers to a Fiscal Year of a specific entity, such reference shall be to the actual fiscal year adopted by such entity.

“Gross Revenues” shall mean, when used with reference to the Members of the Obligated Group and with respect to any period of time, all net receipts, revenues and other operating and nonoperating income of the Members of the Obligated Group, including but not limited to all rates, fees and charges fixed, charged and collected for services rendered by or on behalf of the Members of the Obligated Group or arising in any other manner from or on account of the operation of the Property or other facilities of the Members of the Obligated Group and from any other source, Accounts (including accounts receivable), contract rights, general intangibles, payment intangibles, investment property, instruments, chattel paper, other rights to the payment of money, all unrestricted income from the investment of funds of the Members of the Obligated Group, and any gains from the sale or other disposition of Capital Assets, including all proceeds (whether cash proceeds or noncash proceeds) of any of the foregoing including, without limitation, proceeds of insurance payable by reason of loss or damage to the foregoing property and of eminent domain or condemnation awards. Gross Revenues means only such net revenues, as are actually collected by the Members of the Obligated Group. Terms used in this definition and not otherwise defined herein or in the Master Indenture shall have the meaning given such terms in the Uniform Commercial Code in effect from time to time in the State of New York. Such term shall not

include: (A) any grants, gifts, bequests, contributions, income and other donations to the extent specifically restricted by the donor, settlor or grantor, for such period, unless any of such grants, gifts, bequests, contributions, income and other donations may be applied at the discretion of the Obligated Group Agent to the payment of Operating Expenses or loan repayments of such period, in which case they shall not be excluded for the purpose of determining Gross Revenues of the Members of the Obligated Group; (B) the proceeds of any Indebtedness; or (C) revenues that are directly attributable to Capital Assets that are financed with the proceeds of subordinated Indebtedness, provided that the Member to whom such revenues belong certifies in an Officer's Certificate that such revenues can be clearly segregated from Gross Revenues, or to the extent prohibited by applicable law, rule or regulations from being pledged, healthcare receivables and rights to Medicare and Medicaid and other governmental receivables and loss recaptures..

"Guaranty" means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness or other obligation of any Primary Obligor in any manner, whether directly or indirectly including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (1) to purchase such Indebtedness or obligation or any Property constituting security therefor; (2) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition; (3) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

"Hedging Agreement" means any agreement to which an Obligated Group Member is a party relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing.

"Holder" or "Obligation Holder" shall mean the registered owner of any Obligation in registered form, or the bearer of any Obligation in bearer form which is either not registered or is registered to "Bearer."

"Hospital" shall mean Adirondack Medical Center, a New York not-for-profit corporation, and any corporation succeeding thereto pursuant to Section 5.02(D) of the Master Indenture.

"Indebtedness" means any indebtedness or liability for borrowed money, any installment sale obligation or any obligation under any lease that is capitalized under generally accepted accounting principles and any guaranty of any of the foregoing. Indebtedness shall not include any obligation of any Obligated Group Member to any other Obligated Group Member.

"Initial Obligations" means those Obligations issued on behalf of the Hospital (and the other initial Members of the Obligated Group, if any) pursuant to a Supplemental Indenture dated the dated date of the Master Indenture and issued concurrently with the original delivery of the Master Indenture.

"Insurance Consultant" shall mean any individual, partnership or corporation having skill and experience in the insurance requirements of hospital and health care facilities employed by the Obligated Group.

“Interest Payment Date” shall mean the date(s) on which interest is payable to Holders of Obligations, as specified in an Obligation, or to Registered Owners of Related Bonds, as specified in a Related Bond Indenture, as the case may be.

“Lien” shall mean any mortgage or pledge of, security interest in or lien or encumbrance on any Property of any Member of the Obligated Group, excluding liens applicable to Property in which a Member of the Obligated Group has only a leasehold interest, unless such leasehold interest secures Indebtedness of any Member of the Obligated Group.

“Liquidity Facility” means a written commitment to provide money to purchase or retire any Indebtedness if (i) on the date of delivery of such Liquidity Facility, the unsecured indebtedness of the provider of such Liquidity Facility is rated by each Rating Agency in one of its three highest rating categories and (ii) as of any particular date of determination, no amount realized under such Liquidity Facility for the payment of the principal or the purchase or redemption price of such Indebtedness (exclusive of amounts realized for the payment of accrued interest on such Indebtedness) shall be required to be repaid by any Obligated Group Member for a period of at least one year.

“Long-Term Indebtedness” means, without duplication, all Indebtedness, including Short-Term Indebtedness if a commitment by a financial lender exists to provide financing to retire such Short-Term Indebtedness, such commitment is for the time period through the maturity of the Short-Term Indebtedness and does not contain any contingencies related to financial performance of the Obligated Group after the date of the commitment and such commitment provides for the repayment of principal on terms that would, if such commitment were implemented, constitute Long-Term Indebtedness, and the current portion of Long-Term Indebtedness, for any of the following:

(i) money borrowed for a remaining term, or renewable at the option of the Obligated Group for a period from the date originally incurred, longer than one year;

(ii) leases required to be capitalized in accordance with generally accepted accounting principles applicable when incurred that have a remaining term, or are renewable at the option of the lessee for a period from the date originally incurred, longer than one year; and

(iii) installment sale or conditional sale contracts having a remaining term in excess of one year;

provided, however, that any guaranty by an Obligated Group Member of any obligation of any Person which obligation would, if it were a direct obligation of the Obligated Group Member, constitute Short-Term Indebtedness, shall be excluded.

“Management Consultant” shall mean an independent professional management consultant having a favorable national reputation for skill and experience in hospital consulting work appointed by the Obligated Group.

“Master Indenture” shall mean this instrument, as amended or supplemented from time to time by all Supplemental Indentures, effective on the Effective Date.

“Master Trustee” and “Trustee” as used in the Master Indenture shall mean Deutsche Bank Trust Company Americas, and its successors and assigns hereunder.

“Member” or “Member of the Obligated Group” shall mean each individual Person that belongs to the Obligated Group.

“Obligated Group” shall mean, collectively, the Hospital and each other Member of the Obligated Group.

“Obligated Group Agent” shall mean the Institution, or such other Person as the then incumbent Obligated Group Agent shall designate as a successor by an Officer’s Certificate delivered to the Master Trustee.

“Obligation” shall mean a bond, debenture, note or other instrument, including coupons appertaining thereto, if any, evidencing or securing the repayment of Indebtedness, and shall also mean a guaranty, provided that such instrument or guaranty has been issued, executed and authenticated under the Master Indenture.

“Officer’s Certificate” means a certificate, signed by the President or a Vice President of a Member of the Obligated Group or such other person designated in writing by the President of such Member, or by resolution of the Board of the Member of the Obligated Group.

“Operating Revenues” means the total operating revenues of the Obligated Group, less applicable deductions from operating revenues, as determined in accordance with generally accepted accounting principles consistently applied.

“Opinion of Counsel” shall mean an opinion or opinions in writing signed by Counsel. Any Opinion of Counsel with respect to the title to real estate or as to any factual or financial matter may be based upon any opinions of other lawyers, abstracts or title company certificates, or title insurance policies or commitments which are identified in such Opinion of Counsel.

“Optional Tender Indebtedness” means any Indebtedness that is subject to optional or mandatory tender by the holder thereof (including, without limitation, any mandatory tender in connection with the expiration of any Credit Facility securing such Indebtedness) for purchase or redemption prior to the stated maturity date thereof if the purchase or redemption price of such Indebtedness is under any circumstances payable by any Obligated Group Member.

“Outstanding” shall mean, as of any date of determination: (A) all Obligations theretofore authenticated and delivered under the Master Indenture except: (1) Obligations which have been paid in accordance with their terms, or Obligations for which payment has been provided in accordance with Section 9.01(C) of the Master Indenture; (2) Obligations theretofore canceled by the Master Trustee or delivered to the Master Trustee for cancellation; (3) Obligations and any coupons appurtenant thereto in lieu of which other Obligations have been authenticated and delivered pursuant to the provisions of any Related Supplement regarding mutilated, destroyed, lost or stolen Obligations; (4) Obligations that have matured, but have not yet been presented to the Master Trustee for payment; and (5) Obligations held by any Member of the Obligated Group, provided that such Obligation may be deemed by the Obligated Group Agent to be a continuously Outstanding Obligation, if such Obligations were acquired with an intent that they only be held temporarily in connection with an effort to remarket them to Persons other than Members of the Obligated Group; and (B) all Indebtedness of Members of the Obligated Group, not evidenced by Obligations, theretofore incurred by such Members, except: (1) Indebtedness which has been paid or for which payment has been provided for in accordance with its terms; (2) Indebtedness theretofore canceled by the issuer thereof, or delivered to the issuer thereof for cancellation; (3) Indebtedness and any coupons appurtenant thereto in lieu of which other Indebtedness has been authenticated and delivered pursuant to the provisions thereof regarding mutilated, destroyed, lost or stolen Indebtedness; (4) Indebtedness that has matured, but has not yet been presented to the issuer thereof for payment; and (5) Indebtedness held by any Member of the Obligated Group, provided that

such Indebtedness may be deemed by the Obligated Group Agent to be continuously Outstanding Indebtedness, if such Indebtedness was acquired with an intent that it only be held temporarily in connection with an effort to remarket it to Persons other than Members of the Obligated Group.

“Permitted Liens” shall mean the liens and encumbrances enumerated in Section 5.03(C) of the Master Indenture.

“Person” shall mean an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, an unincorporated organization, an authority or similar body, a municipality, a municipal corporation or a government or political subdivision thereof.

“Primary Obligor” means the Person who is primarily obligated on an obligation which is guaranteed by another Person.

“Project” shall mean any program of acquisition and/or installation of Capital Assets, and/or the assumption, refinancing, refunding or advance refunding of Indebtedness that had previously been incurred in connection with the acquisition and/or installation Capital Assets.

“Property” shall mean any and all rights, titles and interests in and to any and all property of any Member of the Obligated Group, whether real or personal, tangible or intangible, and wherever situated.

“Rating Agency” means each of Moody’s Investors Service, Inc., Standard & Poor’s Corporation and Fitch IBCA, Inc. and their successors and assigns.

“Related Bond” or “Related Bonds” shall mean revenue bonds, notes, other evidences of indebtedness or any other obligations issued by a Related Issuer pursuant to a Related Bond Indenture, the proceeds of which are loaned or otherwise made available to or for the benefit of: (A) a Member of the Obligated Group, directly or indirectly, in consideration, in whole or in part, for the execution, authentication and delivery of an Obligation or series of Obligations to or for the order of such Related Issuer; or (B) any Person other than a Member of the Obligated Group, in consideration for the issuance to such Related Issuer: (1) by such Person, of any indebtedness or other obligation of such Person; and (2) by a Member of the Obligated Group of a guaranty issued under the Master Indenture in respect of such indebtedness or other obligation.

“Related Bond Indenture” shall mean any indenture, bond resolution or comparable instrument pursuant to which Related Bonds are issued.

“Related Bond Trustee” shall mean the Master Trustee and its successors in the trust created under and Related Bond Indenture, and, if there is no such trustee, the Related Issuer.

“Related Financing Agreement” shall mean means any loan agreement, lease agreement, installment sale agreement or other similar financing agreement pursuant to which the proceeds of an issue of Related Bonds are loaned or otherwise made available to a Member of the Obligated Group.

“Related Issuer” shall mean any federal, state or municipal corporation or political subdivision thereof, or any instrumentality of any of the foregoing empowered to issue debt securities on behalf of Members of the Obligated Group.

“Related Supplement” shall mean a Supplemental Indenture authorized and executed pursuant to the terms of the Master Indenture for the purpose of creating Obligations.

“Responsible Officer” shall mean, when used with respect to the Master Trustee, the chairperson or vice-chairperson of its board of directors, the chairperson or vice-chairperson of the executive committee of its board of directors, the president, any vice president, any assistant vice president, any trust officer, any assistant trust officer, or any other officer of the Master Trustee customarily performing functions similar to those performed by any of the above designated officers, and shall also mean, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular matter.

“Security” shall mean the properties, rights and interests specified as such in Section 4.04 of the Master Indenture.

“Short-Term Indebtedness” means any Indebtedness (i) incurred or assumed by any Obligated Group Member for a term not exceeding 365 days, except any such Indebtedness with respect to which a Liquidity Facility is then in effect, and (ii) any guaranty of any Indebtedness that would be described in clause (i) above if such Indebtedness were incurred directly by an Obligated Group Member. Optional Tender Indebtedness shall not be deemed to constitute Short-Term Indebtedness for the purposes of the Loan Agreement solely by reason of the option of the holder thereof to require the redemption or purchase thereof or any required redemption or purchase thereof in connection with the termination of the Liquidity Facility securing such Optional Tender Indebtedness prior to the stated maturity thereof.

“State” shall mean the State of New York.

“Supplemental Indenture” or “indenture supplemental hereto” shall mean an indenture supplemental hereto, including a Related Supplement, authorized and executed pursuant hereto.

“Tax-Exempt Bond” shall mean a bond or other obligation issued by any state, territory or possession of the United States or any municipal corporation or political subdivision formed under the laws thereof or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the interest on which is not included in gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

“Tax-Exempt Organization” shall mean an organization described in Section 501(c)(3) of the Code that is exempt from federal income taxation under Section 501(a) of the Code.

EXHIBIT A

LIENS AND ENCUMBRANCES

UCC-1 Financing Statements filed in the New York State Department of State:

1. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on December 1, 2003 as file no. 200312015551463.
 - a. Assignment filed June 16, 2004 as file no. 200406160622659
 - b. Assignment filed April 5, 2006 as file no. 200604055326627.
 - c. Assignment filed September 26, 2006 as file no. 200609265935076.
 - d. Continuation filed June 4, 2008 as file no. 200806045612264.
 - e. Continuation filed June 5, 2008 as file no. 200806055620213.
2. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on March 28, 2007 as file no. 200703285333214.
 - a. Amendment filed June 21, 2010 as file no. 201006215595039.
 - b. Continuation filed March 26, 2012 as file no. 20123265344517.
3. Financing Statement between Adirondack Medical Center and Dade Behring Finance Co. LLC filed with the Secretary of State on June 27, 2007 as file no. 200706275628617.
4. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on November 7, 2008 as file no. 200811076210032.
5. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on November 18, 2008 as file no. 200811186243806.
6. Financing Statement between Adirondack Medical Center and DeLage Landen Financial Services, Inc. filed with the Secretary of State on January 21, 2009 as file no. 200901210037039.
7. Financing Statement between Adirondack Medical Center and DeLage Landen Financial Services, Inc. filed with the Secretary of State on May 18, 2009 as file no. 200905185455550.
8. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on June 18, 2009 as file no. 200906185564882.
 - a. Amendment filed February 7, 2011 as file no. 201102075130899.
9. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025795670.
10. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796266.
11. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796406.
12. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796658.

13. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796672.
14. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796684.
15. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796886.
16. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on September 2, 2009 as file no. 200909025796898.
17. Financing Statement between Adirondack Medical Center and Great America Leasing Corporation filed with the Secretary of State on September 13, 2009 as file no. 200909135822709.
 - a. Amendment filed October 1, 2009 as file no. 200910015884985.
18. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on December 28, 2009 as file no. 200912286166566.
19. Financing Statement between Adirondack Medical Center and U.S. Bank, N.A. filed with the Secretary of State on December 30, 2009 as file no. 200912308436388.
 - a. Assignment filed May 5, 2010 as file no. 201005058146693.
20. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on January 7, 2010 as file no. 201001075020400.
21. Financing Statement between Adirondack Medical Center and Siemens Financial Services, Inc. filed with the Secretary of State on February 12, 2010 as file no. 201002125135343.
22. Financing Statement between Adirondack Medical Center and Alcon Laboratories, Inc. filed with the Secretary of State on May 6, 2010 as file no. 201005065424577.
23. Financing Statement between Adirondack Medical Center and Banc of America Leasing & Capital, LLC filed with the Secretary of State on October 28, 2010 as file no. 201010280588234.
24. Financing Statement between Adirondack Medical Center and Philips Medical Capital, LLC filed with the Secretary of State on December 6, 2010 as file no. 201012060658508.
25. Financing Statement between Adirondack Medical Center and Baytree Leasing Company, LLC filed with the Secretary of State on March 14, 2011 as file no. 201103145261211.
26. Financing Statement between Adirondack Medical Center and Baytree Leasing Company, LLC filed with the Secretary of State on March 14, 2011 as file no. 201103145261223.
27. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on June 17, 2011 as file no. 201106170327989.
28. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on September 1, 2011 as file no. 201109015957401.

29. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on December 21, 2011 as file no. 201112210682349.

30. Financing Statement between Adirondack Medical Center and B. Braun Medical Inc. filed with the Secretary of State on December 21, 2011 as file no. 201112210682351.

31. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on February 29, 2012 as file no. 201202295245004.

32. Financing Statement between Adirondack Medical Center and Olympus America Inc. filed with the Secretary of State on March 1, 2012 as file no. 201203010121429.

33. Financing Statement between Adirondack Medical Center at Saranac Lake and Hologic Limited Partnership filed with the Secretary of State on March 5, 2012 as file no. 201203058078319

The foregoing the property set forth in the following as filed in the Franklin County Clerk's Office

1. Leasehold Mortgage in the amount of \$224,000.00 and interest made by Adirondack Physicians and Surgeons Building, Inc. to The National Bank and Trust Company dated September 5, 1991 and recorded September 6, 1991 in the Franklin County Clerk's Office in Liber 359 page 56.

2. Lease Agreement between The General Hospital of Saranac Lake, Inc., Lessor, and Adirondack Physicians and Surgeons Building, Inc., Lessee, dated May 2, 1979 and recorded May 23, 1979 in Liber 492 page 736.

a. Modification of Lease Agreement recorded September 30, 1980 in Liber 498 page 1060.

b. Modification of Lease Agreement recorded May 1, 1986 in Liber 524 page 241.

ADIRONDACK MEDICAL CENTER

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS MASTER TRUSTEE

SUPPLEMENTAL MASTER INDENTURE
NUMBER ONE

DATED AS OF NOVEMBER 1, 2012

SUPPLEMENTING THE MASTER INDENTURE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 2012 TO PROVIDE FOR THE ISSUANCE BY THE OBLIGATED GROUP OF THE SERIES ONE NOTE (FRANKLIN COUNTY CIVIC DEVELOPMENT CORPORATION) IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,999,964.76 IN FAVOR OF DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, TO SECURE THE MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER PROJECT), SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$10,999,964.76 (THE "RELATED BONDS") ISSUED BY FRANKLIN COUNTY CIVIC DEVELOPMENT CORPORATION.

TABLE OF CONTENTS
(This Table of Contents is not part of the
Supplemental Master Indenture
and is for convenience of reference only.)

	<u>Page</u>
ARTICLE I DEFINITIONS	3
SECTION 1.01. DEFINITIONS.....	3
ARTICLE II CREATION, ISSUANCE AND TERMS OF NOTES	4
SECTION 2.01. CREATION OF THE SERIES ONE NOTE.....	4
SECTION 2.02. FORM OF THE SERIES ONE NOTE.....	4
SECTION 2.03. AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND REDEMPTION OR PREPAYMENT OF THE SERIES ONE NOTE.	4
SECTION 2.04. CONDITIONS TO THE ISSUANCE OF THE SERIES ONE NOTE.	5
ARTICLE III TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER ONE.....	6
SECTION 3.01. TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER ONE.....	6
ARTICLE IV TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT	7
SECTION 4.01. TRANSFER AND REGISTRATION.....	7
SECTION 4.02. EXCHANGE OF NOTES	7
SECTION 4.03. MUTILATED, DESTROYED, LOST OR STOLEN NOTE.....	7
SECTION 4.04. CANCELLATION	7
SECTION 4.05. PERSON DEEMED OWNER	8
SECTION 4.06. ENDORSEMENT OF PAYMENT	8
ARTICLE V EVENTS OF DEFAULT; CERTAIN ACTION BY THE ISSUER CONSEQUENT UPON AN EVENT OF DEFAULT	9
SECTION 5.01. EVENTS OF DEFAULT	9
SECTION 5.02. ACTION BY THE ISSUER.....	9
ARTICLE VI OTHER RIGHTS OF THE SERIES ONE RELATED BOND TRUSTEE.....	11
SECTION 6.01. OTHER RIGHTS OF THE SERIES ONE RELATED BOND TRUSTEE.	11
ARTICLE VII USE OF PROCEEDS.....	12
SECTION 7.01. USE OF PROCEEDS.....	12

ARTICLE VIII MISCELLANEOUS..... 13
SECTION 8.01. CONSENT TO ISSUER’S PLEDGE..... 13

SUPPLEMENTAL MASTER INDENTURE
NUMBER ONE

This SUPPLEMENTAL MASTER INDENTURE NUMBER ONE, dated as of November 1, 2012, is among ADIRONDACK MEDICAL CENTER, a not-for-profit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 2233 State Route 86, Saranac Lake, New York 12983 (the "Hospital"), for itself and as Obligated Group Agent on behalf of the Obligated Group under and as defined in the Master Indenture and Security Agreement dated as of November 1, 2012 (the "Master Indenture") between the Hospital and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Master Trustee (the "Master Trustee").

RECITALS:

The Hospital and the Master Trustee have heretofore executed and delivered the Master Indenture to provide for the issuance of Obligations thereunder by Members of the Obligated Group.

The Master Indenture provides that Obligations shall be issuable in one or more series and that the rates of interest and dates for the payment thereof, the date or dates of maturity, the terms and dates of any optional redemption, the forms and titles of Obligations and other provisions and agreements with respect thereto shall be expressed in a Supplemental Master Indenture to be made thereunder.

Franklin County Civic Development Corporation (the "Issuer") has agreed to issue and sell its Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2012A in the aggregate principal amount of \$10,999,964.76 (the "Related Bonds") in order to provide funds, together with other available funds, for the purposes of funding the Project (as defined in the Related Bond Indenture defined below), and paying certain costs of issuance with respect to the Related Bonds.

The Related Bonds will be issued under an Authorizing Resolution adopted by the Issuer on April 30, 2012 and a certain Trust Indenture dated as of November 1, 2012 (the "Related Bond Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Related Bond Trustee").

Contemporaneously with the issuance of the Related Bonds, the Issuer and the Hospital will enter into a certain Loan Agreement dated as of November 1, 2012 (the "Related Financing Agreement") pursuant to which the proceeds of the Related Bonds will be made available to the Hospital to fund the Project and certain costs of issuing the Related Bonds, the Issuer will assign all of its rights under the Related Financing Agreement (except the Unassigned Rights, as defined therein) to the Related Bond Trustee, pursuant to a certain Pledge and Assignment dated as of

November 1, 2012 from the Issuer to the Related Bond Trustee (the "Related Pledge and Assignment").

In accordance with the Related Bond Indenture, it is a condition precedent to the issuance of the Related Bonds that the Series One Note (as hereinafter defined) be issued to the Issuer under the Master Indenture and this Supplemental Master Indenture Number One, in order to provide for payment of amounts which, together with payments required under the Related Financing Agreement to be made by the Hospital, will be equal to the principal of, and premium, if any, and interest on the Related Bonds, and other amounts, all as specified in the Series One Note (sometimes hereinafter referred to as the "Note").

The Hospital and the Obligated Group desire by this Supplemental Master Indenture Number One to create the Note as an Obligation issued pursuant to the Master Indenture.

The Hospital, in the exercise of the powers and authority conferred upon or reserved to it, has duly authorized the execution and delivery of this Supplemental Master Indenture Number One, for itself and as Obligated Group Agent on behalf of the Obligated Group.

All acts and things necessary to constitute this Supplemental Master Indenture Number One a valid indenture and binding agreement of the Hospital and the Obligated Group in accordance with its terms have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

In consideration of the premises, and of the giving of consideration for and acceptance of the Series One Note by the Issuer, the Hospital and each Member of the Obligated Group covenant and agree with the Master Trustee as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINITIONS.

(A) All terms used in this Supplemental Master Indenture Number One, including the recitals which are defined in the Master Indenture, shall have the meaning as defined in the Master Indenture, unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent.

(B) In addition to the foregoing, the following terms used in this Supplemental Master Indenture Number One shall have the following meanings:

“Authorizing Resolution” means the resolution of the members of the Issuer duly adopted on April 30, 2012 authorizing the Issuer to undertake the Project (as defined in the Related Bond Indenture), to issue and sell the Initial Bonds and to execute and deliver the Financing Documents relating to the Initial Bonds to which the Issuer is a party.

“Issuer” means (A) Franklin County Civic Development Corporation and its successors and assigns, and (B) any public benefit corporation or political subdivision resulting from or surviving any consolidation or merger to which Franklin County Civic Development Corporation or its successors or assigns may be a party.

“Rebate Fund” means the fund so designated established pursuant to the Related Bond Indenture and held by the respective Related Bond Trustee for the purpose of holding rebate payments pending disbursement to the U.S. Department of Treasury.

“Related Bond Indenture” means the trust indenture dated as of November 1, 2012 by and between the Issuer and the Related Bond Trustee, as said trust indenture may be amended or supplemented from time to time.

“Related Bond Trustee” means Deutsche Bank Trust Company Americas, a New York banking corporation, in its capacity as trustee under the Related Bond Indenture, or any successor trustee or co-trustee acting as trustee under the Related Bond Indenture

“Related Bonds” means the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2012A in the aggregate principal amount of \$10,999,964.76, issued pursuant to the Authorizing Resolution and the Related Bond Indenture and any bonds issued in exchange or substitution therefor pursuant to the Related Bond Indenture.

References herein to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

CREATION, ISSUANCE AND TERMS OF NOTES

SECTION 2.01. CREATION OF THE SERIES ONE NOTE. There is hereby created an Obligation to be issued under the Master Indenture, as amended and supplemented by this Supplemental Master Indenture Number One, to be designated and to be distinguished from the Obligations of all other series by the title "Adirondack Medical Center Obligated Group Series One Note (Franklin County Civic Development Corporation)" in the original principal amount of \$10,999,964.76 (hereinafter, the "Series One Note").

SECTION 2.02. FORM OF THE SERIES ONE NOTE. The Series One Note shall be in the form of the Series One Note set forth in Appendix A attached hereto under the caption "Form of the Series One Note," with such appropriate variations, omissions and insertions as are permitted or required by this Supplemental Master Indenture Number One. The Series One Note shall be issued as a registered note without coupons.

SECTION 2.03. AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND REDEMPTION OR PREPAYMENT OF THE SERIES ONE NOTE.

(A) The Series One Note shall be in the original principal amount of \$10,999,964.76, shall be initially registered in the name of the Franklin County Civic Development Corporation, and shall bear interest in accordance with the form of the Series One Note. Such principal, premium, if any, and interest shall be payable to the Related Bond Trustee for and on behalf of the Issuer at the times and in the manner provided in the form of the Series One Note.

(B) Amounts due under the Series One Note shall be modified as follows:

(1) If a portion of the Related Bonds is to be redeemed prior to maturity in accordance with the provisions of the Related Bond Indenture, the principal of the Series One Note shall be subject to prepayment, in part, upon payment of a sum, in cash or Government Obligations (as defined in the Related Bond Indenture), or both, sufficient, together with any other cash and Government Obligations held by the Related Bond Trustee and available for such purpose, to cause the Outstanding Related Bonds which are to be redeemed to be deemed to be Related Bonds which are not Outstanding under the Related Bond Indenture, and to pay any Administrative Expenses and rebate payments required to be paid pursuant to the Related Bond Indenture and the Related Financing Agreement; or

(2) In addition, and notwithstanding any provision of the Master Indenture to the contrary, if all Outstanding Bonds are to be redeemed prior to maturity in accordance with the provisions of the Related Bond Indenture, the Series One Note shall be subject to prepayment or redemption, in whole, upon payment of a sum, in cash or Government Obligations, or both, sufficient, together with any other cash and Government Obligations held by the Related Bond Trustee and available for such purpose, to cause all Outstanding

Related Bonds to be deemed Related Bonds which are not Outstanding within the meaning of the Related Bond Indenture and to pay all Administrative Expenses and rebate payments required to be paid pursuant to the Related Bond Indenture and the Related Financing Agreement.

(C) Any amounts so paid shall be paid to and deposited with the Related Bond Trustee for deposit to the Bond Fund established by the Related Bond Indenture in the manner and for use as provided in such Related Bond Indenture.

(D) On and after the date fixed for such prepayment of principal (unless the Obligated Group shall default in such prepayment of the principal, together with premium, if any, and accrued interest thereon to the date fixed for redemption), interest on that portion of the principal amount of the Series One Note which has been prepaid shall cease to accrue.

(E) Unless waived in writing by the registered Holder of the Series One Note and the Master Trustee prior to making any advance payment on or redemption of the Series One Note pursuant hereto, the Obligated Group Agent shall give the registered Holder of the Series One Note and the Master Trustee notice (in the manner provided therefor in Section 11.08 of the Master Indenture) of such advance payment or redemption.

SECTION 2.04. CONDITIONS TO THE ISSUANCE OF THE SERIES ONE NOTE. In addition to the conditions set forth in Section 2.06 of the Master Indenture, all conditions precedent to the delivery of the Related Bonds set forth in the Related Bond Indenture shall have been satisfied, and the Related Financing Agreement shall be executed and delivered simultaneously with or prior to the execution, authentication and delivery of the Series One Note.

ARTICLE III

**TERMINATION OF THIS
SUPPLEMENTAL MASTER INDENTURE
NUMBER ONE**

SECTION 3.01. TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER ONE. At such time that the Note shall no longer be Outstanding and there shall not remain any unfulfilled obligations of the Hospital or the Obligated Group under the Related Bond Indenture or the Related Financing Agreement, this Supplemental Master Indenture Number One shall thereupon be terminated and all of the provisions of this Supplemental Master Indenture Number One shall no longer have any force or effect.

ARTICLE IV

TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT

SECTION 4.01. TRANSFER AND REGISTRATION. The Obligated Group Agent shall cause to be maintained at the Designated Office of the Master Trustee an office or agency where the Note may be presented for registration and for exchange. Upon presentment at such office for registration of transfer, the Obligated Group Agent shall cause to be executed and the Master Trustee shall authenticate and deliver in the name of the transferee a new registered Note. If a Note is presented for transfer, exchange, redemption or payment, the Obligated Group Agent or the Master Trustee may require that it be duly endorsed by or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Master Trustee duly executed by the Holder or the duly authorized attorney of the Holder.

SECTION 4.02. EXCHANGE OF NOTES. The Holder of a Note shall not have the right to exchange such Note for notes in other denominations aggregating the principal amount thereof; provided, however, if there shall be a prepayment of a portion of the principal of the Series One Note which is not endorsed on the Series One Note as provided for in Section 4.06 below, at the request of the Holder of the Series One Note, the Master Trustee, upon surrender of the Series One Note for exchange, shall deliver a new Series One Note in a principal amount which is equal to the then unpaid principal amount of the Series One Note.

SECTION 4.03. MUTILATED, DESTROYED, LOST OR STOLEN NOTE. If a Note shall become mutilated or shall be destroyed, lost or stolen, the Obligated Group Agent shall, upon the written request of the Holder of such Note, execute and the Master Trustee shall thereupon authenticate and deliver in replacement thereof a new Note, payable in the same principal amount and dated the same date as the note so mutilated, destroyed, lost or stolen. In each case, the applicant for a new Note, unless such applicant shall be the Issuer or the Series One Related Bond Trustee, shall furnish to the Obligated Group Agent and to the Master Trustee such security or indemnity as may be required by each of them to save each of them harmless. In no event shall the Issuer or the Related Bond Trustee be obligated to furnish the Obligated Group Agent or the Master Trustee with any security or indemnity. In all cases, each applicant, including the Issuer or the Series One Related Bond Trustee, shall be required to furnish the Obligated Group Agent and the Master Trustee with evidence to their satisfaction of the loss, theft or destruction of such Note, and, in the case of the mutilation thereof, the Holder shall surrender to the Master Trustee the mutilated Note.

SECTION 4.04. CANCELLATION. Upon request of the Obligated Group Agent, any canceled Note if surrendered for the purposes of transfer, payment, redemption, in whole or in part, or in exchange, shall be canceled by or under the direction of the Master Trustee in accordance with its customary procedures and no Note shall be issued in lieu thereof, except as expressly required or permitted by the Master Indenture or this Supplemental Master Indenture Number One. Any such Note shall be delivered to the Obligated Group Agent or, upon similar

request, shall be disposed of by the Master Trustee which shall furnish the Obligated Group Agent with an affidavit or certificate as to such disposal upon its written request.

SECTION 4.05. PERSON DEEMED OWNER. The Person in whose name a Note shall from time to time be registered shall be deemed and regarded as the absolute Holder thereof for all purposes.

SECTION 4.06. ENDORSEMENT OF PAYMENT. At the request of the Master Trustee or the Obligated Group Agent, the Holder of a Note shall endorse on such Note the amount and date of any payment or prepayment of principal and interest.

ARTICLE V

**EVENTS OF DEFAULT;
CERTAIN ACTION BY THE ISSUER
CONSEQUENT UPON AN EVENT OF DEFAULT**

SECTION 5.01. *EVENTS OF DEFAULT.* Each of the Events of Default specified in Section 6.01(A) of the Master Indenture, and, in addition thereto, each of the following events shall constitute an Event of Default under this Supplemental Master Indenture Number One and the Master Indenture:

(A) an Event of Default (as defined in the Related Financing Agreement) under the Related Financing Agreement; and

(B) the Obligated Group or any Member thereof failing to perform, observe or comply with any of the terms, covenants, conditions or provisions contained in this Supplemental Master Indenture Number One for a period of thirty (30) days after the date upon which written notice of such failure requiring the same to be remedied shall have been given to the Obligated Group Agent by the Master Trustee, the Issuer or the Related Bond Trustee; provided, however, that if such failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default under this Supplemental Master Indenture Number One if corrective action is instituted within such period and diligently pursued until the failure is corrected, or until thirty (30) days after such default could have been corrected.

SECTION 5.02. *ACTION BY THE ISSUER.*

(A) In addition to any right that either the Master Trustee or the Issuer may have under Section 6.02 of the Master Indenture to declare, or cause to be declared, the principal amount of all Obligations Outstanding to be immediately due and payable, thereupon causing such principal amount to become and be immediately due and payable, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number One or the Master Indenture, the Master Trustee shall, if requested by the Issuer (regardless of whether the Outstanding principal amount of the Series One Note equals at least fifty-one percent (51%) of the aggregate principal amount of all Obligations then Outstanding, and regardless of whether there has been an offer of indemnity from the Issuer), give notice pursuant to Section 6.12 of the Master Indenture to the Obligated Group Agent declaring the principal of the Series One Note then Outstanding to be immediately due and payable, and upon any such declaration, the entire principal of the Series One Note then Outstanding shall become and shall be immediately due and payable, any provision in the Master Indenture, or in any Trustee Obligation to the contrary notwithstanding.

(B) Notwithstanding the limitations of Article VI of the Master Indenture, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number One or the Master Indenture, the Issuer shall be entitled to institute a suit, action or proceeding in equity or at law upon or under or with respect to the Master Indenture seeking any remedy provided under the Master Indenture after giving the notice specified in Section 6.12 of the Master Indenture if

the Master Trustee shall have neglected or refused to institute any such action, suit or proceeding after receipt from the Issuer of the written request (but not the offer of indemnity) otherwise required of Holders of not less than fifty-one percent (51%) in aggregate principal amount of Obligations then Outstanding.

ARTICLE VI

**OTHER RIGHTS OF THE SERIES ONE
RELATED BOND TRUSTEE**

SECTION 6.01. OTHER RIGHTS OF THE SERIES ONE RELATED BOND TRUSTEE.

(A) The Obligated Group shall, promptly after execution, notify the Related Bond Trustee and supply the Related Bond Trustee with a copy of all amendments entered into pursuant to the provisions of Section 8.01 and Section 8.02 of the Master Indenture.

(B) At the time any Person shall become a Member of the Obligated Group, such Person shall execute and deliver to the Master Trustee and the Related Bond Trustee a written agreement, in a form satisfactory to the Related Bond Trustee, providing that as long as such Person shall be a Member of the Obligated Group such Person shall be subject to compliance with all of the terms and provisions of the Related Financing Agreement pertaining to the Obligated Group or a Member of the Obligated Group, including the performance and observance of all covenants and obligations of the Obligated Group or a Member of the Obligated Group thereunder, and further, such agreement shall specify that nothing set forth therein shall prohibit such Person from withdrawing from the Obligated Group in accordance with the provisions of Section 3.02 of the Master Indenture. Such agreement shall be accompanied by an Opinion of Counsel, addressed to and reasonably satisfactory to the Related Bond Trustee to the effect that such agreement has been duly authorized, executed and delivered by such Person and constitutes a valid and binding obligation enforceable in accordance with its terms, except as limited by bankruptcy laws, insolvency laws and other laws affecting creditors' rights generally; provided, however, that such opinion may be further qualified to the extent that entering into such an agreement, or making any payment required to be made by such Person thereunder, with respect to Obligations other than those for which such Person has been identified pursuant to Section 2.02(A) of the Master Indenture, might constitute a fraudulent conveyance under applicable bankruptcy and insolvency laws.

(C) The Master Trustee shall promptly notify the Related Bond Trustee in writing of the occurrence of any Event of Default under the Master Indenture or under this Supplemental Master Indenture Number One of which a Responsible Officer in the Master Trustee's corporate trust department has actual knowledge.

ARTICLE VII

USE OF PROCEEDS

SECTION 7.01. USE OF PROCEEDS.

(A) The proceeds of the Related Bonds made available by the Issuer to the Hospital pursuant to the Related Financing Agreement and as evidence of which the Series One Note is being issued, shall be used by or on behalf of the Hospital, together with other available funds, to: (1) pay the Costs of the Project; and (2) pay the Costs of issuing the Related Bonds.

(B) As a result thereof, the Hospital shall be deemed to be the Member of the Obligated Group for whose use all of the proceeds of the Series One Note are to be provided, in accordance with the provisions of Section 2.02(A) of the Master Indenture.

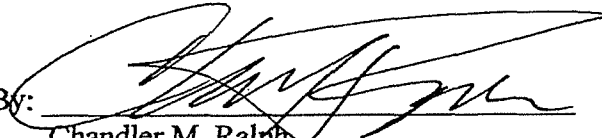
ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. CONSENT TO ISSUER'S PLEDGE. Each Member of the Obligated Group and the Master Trustee hereby acknowledge and consent to the assignment and pledge by the Issuer, in accordance with the Related Bond Indenture and the Pledge and Assignment, to the Related Bond Trustee, as additional security for the Related Bonds, of the Series One Note, all of the Issuer's rights under the Series One Note, the Related Financing Agreement (except for the Unassigned Rights as defined therein), the Master Indenture, this Supplemental Master Indenture Number One and all funds and accounts established by or pursuant to the Related Bond Indenture (except for moneys held in funds and accounts to pay for Related Bonds called for redemption, and money on deposit in the Rebate Fund relating to the Related Bonds), and the right and power to enforce to the extent so assigned the performance of the obligations of, and to exercise to the extent so assigned the rights and powers provided to, each Member of the Obligated Group and of the Issuer, including without limitation, the rights granted to the Issuer pursuant to Section 5.02 and Article Six of this Supplemental Master Indenture Number One.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number One to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: 
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number One to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: _____
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Name: Scott Thiel
Title: Director

By: _____
Name: Safet Kalaba
Title: Vice President

ADIRONDACK MEDICAL CENTER

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS MASTER TRUSTEE

SUPPLEMENTAL MASTER INDENTURE
NUMBER TWO

DATED AS OF NOVEMBER 1, 2012

SUPPLEMENTING THE MASTER INDENTURE AND
SECURITY AGREEMENT DATED AS OF NOVEMBER 1,
2012 TO PROVIDE FOR THE ISSUANCE BY THE
OBLIGATED GROUP OF THE SERIES TWO NOTE IN THE
ORIGINAL PRINCIPAL AMOUNT OF \$1,817,472.33.

TABLE OF CONTENTS
 (This Table of Contents is not part of the
 Supplemental Master Indenture
 and is for convenience of reference only.)

	<u>Page</u>
ARTICLE I DEFINITIONS	3
SECTION 1.01. DEFINITIONS.	3
ARTICLE II CREATION, ISSUANCE AND TERMS OF THE SERIES TWO NOTE	5
SECTION 2.01. CREATION OF THE SERIES TWO NOTE.....	5
SECTION 2.02. FORM OF THE SERIES TWO NOTE.....	5
SECTION 2.03. AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND PREPAYMENT OF THE SERIES TWO NOTE.....	5
SECTION 2.04. CONDITIONS TO THE ISSUANCE OF THE SERIES TWO NOTE.	5
SECTION 2.05. NATURE OF OBLIGATIONS OF THE HOSPITAL HEREUNDER.....	5
SECTION 2.06. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.....	5
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL	7
SECTION 3.01. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL.	7
SECTION 3.02. COVENANT WITH HOLDER.	8
ARTICLE IV USE OF THE PROJECT FACILITY	9
SECTION 4.01. USE OF THE PROJECT FACILITY.....	9
SECTION 4.02. HAZARDOUS MATERIALS.....	9
SECTION 4.03. DAMAGE OR DESTRUCTION.	10
SECTION 4.04. CONDEMNATION.	11
SECTION 4.05. ADDITIONS TO THE PROJECT FACILITY.	13
ARTICLE V TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER TWO.....	14
SECTION 5.01. TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER TWO.....	14

ARTICLE VI	TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT	15
SECTION 6.01.	TRANSFER AND REGISTRATION.....	15
SECTION 6.02.	EXCHANGE OF SERIES TWO NOTE.....	15
SECTION 6.03.	MUTILATED, DESTROYED, LOST OR STOLEN NOTE.....	15
SECTION 6.04.	CANCELLATION.	16
SECTION 6.05.	PERSON DEEMED OWNER.	16
SECTION 6.06.	ENDORSEMENT OF PAYMENT.....	16
ARTICLE VII	EVENTS OF DEFAULT AND REMEDIES	17
SECTION 7.01.	EVENTS OF DEFAULT.	17
SECTION 7.02.	REMEDIES ON DEFAULT.	19
SECTION 7.03.	REMEDIES CUMULATIVE.....	19
SECTION 7.04.	AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.	19
SECTION 7.05.	NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.	20
SECTION 7.06.	ACTION BY THE HOLDER.....	20
ARTICLE VIII	USE OF PROCEEDS	21
SECTION 8.01.	USE OF PROCEEDS.....	21
ARTICLE IX	MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE.....	22
SECTION 9.01.	MAINTENANCE AND MODIFICATION OF THE PROJECT FACILITY.....	22
SECTION 9.02.	INSURANCE REQUIRED.....	22
SECTION 9.03.	ADDITIONAL PROVISIONS RESPECTING INSURANCE.....	23
SECTION 9.04.	APPLICATION OF NET PROCEEDS OF INSURANCE.....	24
SECTION 9.05.	TAXES, ASSESSMENTS AND UTILITY CHARGES.	24
ARTICLE X	SPECIAL COVENANTS	25
SECTION 10.01.	HOLD HARMLESS PROVISIONS.	25
SECTION 10.02.	HOSPITAL NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED.	26
SECTION 10.03.	AGREEMENT TO PROVIDE INFORMATION.....	26
SECTION 10.04.	BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.	26
SECTION 10.05.	PERFORMANCE OF HOSPITAL'S OBLIGATIONS.....	27
SECTION 10.06.	COMPLIANCE WITH APPLICABLE LAWS.	27
SECTION 10.07.	DISCHARGE OF LIENS AND ENCUMBRANCES.	27
SECTION 10.08.	STARK ACT COMPLIANCE.....	28

SECTION 10.09. SALE OR LEASE OF THE PROJECT FACILITY28

ARTICLE XI MISCELLANEOUS29

SECTION 11.01. NOTICES.....29

SUPPLEMENTAL MASTER INDENTURE
NUMBER TWO

This SUPPLEMENTAL MASTER INDENTURE NUMBER TWO (this "Supplemental Indenture Number Two") dated as of November 1, 2012, is among ADIRONDACK MEDICAL CENTER, a not-for-profit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 2233 State Route 86, Saranac Lake, New York 12983 (the "Hospital"), for itself and as Obligated Group Agent on behalf of the Obligated Group under and as defined in the Master Indenture and Security Agreement dated as of November 1, 2012 (the "Master Indenture") between the Hospital and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Master Trustee (the "Master Trustee").

RECITALS:

The Hospital and the Master Trustee have heretofore executed and delivered the Master Indenture to provide for the issuance of Obligations thereunder by Members of the Obligated Group.

The Master Indenture provides that Obligations shall be issuable in one or more series and that the rates of interest and dates for the payment thereof, the date or dates of maturity, the terms and dates of any optional redemption, the forms and titles of Obligations and other provisions and agreements with respect thereto shall be expressed in a Supplemental Master Indenture to be made thereunder.

The Hospital has agreed to issue and sell its Series Two Note (as defined herein) in order to provide funds, together with other available funds, for the purposes of funding a certain project (the "Project") consisting of (A) the refinancing of a portion of an existing taxable loan from NBT Bank, National Association to the Hospital (the "Prior Loan"), the proceeds of which funded a project consisting of (i) the renovation and expansion of the Hospital's nursing home located at 114 Wawbeek Avenue, Village of Tupper Lake, County of Franklin, New York (the "Nursing Home") to reduce long-term care beds from 80 to 60, (ii) the addition of a dialysis unit to the Nursing Home, (iii) the relocation of the Hospital's Outpatient Physical Therapy and Rehabilitation Department from the Village of Tupper Lake, New York to the Nursing Home campus, and (iv) the construction of a new medical office building located at 7 Stetson Road, Village of Tupper Lake, New York (collectively, the "2007 Facility"); and (B) the reimbursement of certain capital expenditures related to the construction of the Hospital's Wound Therapy & Hyperbaric Hospital, consisting of a two story, 9,000 square foot structure located at 285 County Route 47, Saranac Lake, New York (together with the 2007, the "Project Facility").

The Series Two Note will be issued under authorizing resolutions adopted by the Hospital on September 27, 2012 and October 9, 2012.

The Hospital and the Obligated Group desire by this Supplemental Master Indenture Number Two to create the Series Two Note as an Obligation issued pursuant to the Master Indenture.

The Hospital, in the exercise of the powers and authority conferred upon or reserved to it, has duly authorized the execution and delivery of this Supplemental Master Indenture Number Two for itself and as Obligated Group Agent on behalf of the Obligated Group.

All acts and things necessary to constitute this Supplemental Master Indenture Number Two a valid indenture and binding agreement of the Hospital and the Obligated Group in accordance with its terms have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

In consideration of the premises, and of the giving of consideration for and acceptance of the Series Two Note by the Holder, the Hospital and each Member of the Obligated Group covenant and agree with the Master Trustee as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS.

(A) All terms used in this Supplemental Indenture Number Two, including the recitals which are defined in the Master Indenture, shall have the meaning as defined in the Master Indenture, unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent.

(B) In addition to the foregoing, the following terms used in this Supplemental Indenture Number Two shall have the following meanings:

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof, including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Default Interest Rate” means, when used with respect to the Series Two Note, the rate then payable on the Series Two Note plus 3%.

“Governmental Authority” means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance claim or Condemnation award.

“Hazardous Materials” means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in or regulated under or defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Sections 6901, et seq.), Articles 15 or 27 of the State

Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees) incurred in obtaining such Gross Proceeds.

(C) References herein to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

CREATION, ISSUANCE AND TERMS OF THE SERIES TWO NOTE

SECTION 2.01. CREATION OF THE SERIES TWO NOTE. There is hereby created an Obligation to be issued under the Master Indenture, as amended and supplemented by this Supplemental Indenture Number Two, to be designated and to be distinguished from the Obligations of all other series by the title "Adirondack Medical Center Obligated Group Series Two Note" in the original principal amount of \$1,817,472.33 (hereinafter, the "Series Two Note").

SECTION 2.02. FORM OF THE SERIES TWO NOTE. The Series Two Note shall be in the form of the Series Two Note set forth in Appendix A attached hereto under the caption "Form of the Series Two Note," with such appropriate variations, omissions and insertions as are permitted or required by this Supplemental Indenture Number Two. The Series Two Note shall be issued as a registered note without coupons.

SECTION 2.03. AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE AND PREPAYMENT OF THE SERIES TWO NOTE. The Series Two Note shall be in the original principal amount of \$1,817,472.33, shall be registered in the name of Siemens Financial Services, Inc. (the "Holder") and shall bear interest in accordance with the form of the Series Two Note. Such principal, premium, if any, and interest shall be payable to the Holder at the times and in the manner provided in the form of the Series Two Note.

(A) At any time, the Hospital may, at its option, prepay, in whole or in part, the Series Two Note in the manner provided in the form of Series Two Note.

(B) On and after the date fixed for such prepayment of principal (unless the Obligated Group shall default in such prepayment of the principal, together with premium, if any, and accrued interest thereon to the date fixed for such prepayment), interest on that portion of the principal amount of the Series Two Note which has been prepaid shall cease to accrue.

(C) Unless waived in writing by the Holder and the Master Trustee prior to making any advance payment on the Series Two Note pursuant hereto, the Obligated Group Agent shall give the Holder and the Master Trustee notice (in the manner provided therefor in Section 11.08 of the Master Indenture) of such advance payment.

SECTION 2.04. CONDITIONS TO THE ISSUANCE OF THE SERIES TWO NOTE. All of the conditions set forth in Section 2.06 of the Master Indenture shall have been satisfied prior to the execution, authentication and delivery of the Series Two Note.

SECTION 2.05. NATURE OF OBLIGATIONS OF THE HOSPITAL HEREUNDER. The obligations of the Hospital to make the payments required by this Supplemental Indenture Number Two and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Hospital and shall be absolute and

unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Hospital may otherwise have against Holder. The Hospital agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Supplemental Indenture Number Two, or terminate this Supplemental Indenture Number Two for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the acquisition or installation of the Project Facility, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Hospital's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of Holder to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Supplemental Indenture Number Two.

SECTION 2.06. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date of maturity of interest on or the principal of the Series Two Note shall not be a Business Day, then payment of the interest on or the principal or redemption price of the Series Two Note shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL

SECTION 3.01. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOSPITAL. The Hospital makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Hospital is a not-for-profit corporation organized and existing under the laws of the State, is duly authorized to do business in the State, has the power to enter into this Supplemental Indenture Number Two and to carry out its obligations hereunder and thereunder, has been duly authorized to execute this Supplemental Indenture Number Two and is qualified to do business in all jurisdictions in which its operations or ownership of Property so require. This Supplemental Indenture Number Two, and the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Hospital's board of trustees.

(B) Neither the execution and delivery of this Supplemental Indenture Number Two, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Supplemental Indenture Number Two will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or by-laws of the Hospital or any other corporate restriction or conflict with any order, judgment, agreement or instrument to which the Hospital is a party or by which the Hospital is bound, or constitute a default under any of the foregoing, or (2) result in the creation or imposition of any Lien of any nature upon any Property of the Hospital other than pursuant to this Supplemental Indenture Number Two, or (3) require consent under (which has not been heretofore received) any corporate restriction or conflict with any order, judgment, agreement or instrument to which the Hospital is a part or by which the Hospital or any of its Property may be bound or affected, or (4) require consent under (which has not been heretofore received) or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Hospital or any of the Property of the Hospital.

(C) This Supplemental Indenture Number Two constitutes, or upon its execution and delivery in accordance with the terms hereof will constitute, a valid and legally binding obligation of the Hospital, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy laws, equitable remedies and specific performance.

(D) So long as the Series Two Note shall be Outstanding and/or this Supplemental Indenture Number Two shall remain in effect, the Hospital will not take any action (or omit to take any action required by this Supplemental Indenture Number Two or which Holder advises the Hospital in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the proceeds of the Series Two Note to be applied in a manner contrary to that provided in this Supplemental Indenture Number Two.

(E) The Hospital shall cause all notices required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws, and the Hospital will defend and save Holder and its officers and employees harmless from all fines and penalties due to failure to comply therewith.

SECTION 3.02. COVENANT WITH HOLDER. The Hospital agrees that all representations, covenants and agreements on the part of the Hospital set forth in this Supplemental Indenture Number Two are hereby declared to be for the benefit of the Master Trustee and the holders from time to time of the Series Two Note.

ARTICLE IV

USE OF THE PROJECT FACILITY

SECTION 4.01. USE OF THE PROJECT FACILITY. Subsequent to the Closing Date, (A) unless an Event of Default has occurred and is continuing, the Hospital shall have sole and exclusive possession and use of the Project Facility and (B) the Hospital shall be entitled to use the Project Facility in any manner not otherwise prohibited by this Supplemental Indenture Number Two, provided such use does not tend, in the reasonable judgment of Holder, to bring the Project Facility into disrepute as a public project; provided, further, however, that at no time shall any such use be other than as a hospital and uses related thereto, including medical office buildings, nursing homes and other uses as the term "hospital" is defined in Article 28 of the Public Health Law of the State of New York, as amended, without the prior written consent of Holder.

SECTION 4.02. HAZARDOUS MATERIALS.

(A) To the best of its knowledge, the Hospital represents, warrants and covenants that the Hospital has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of the Hospital's knowledge, no prior owner of the Project Facility or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) Except in compliance with any material Applicable Laws, the Hospital shall keep or cause the Project Facility to be kept free of Hazardous Materials. Without limiting the foregoing, the Hospital shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all material Applicable Laws, nor shall the Hospital cause or permit, as a result of any intentional or unintentional act or omission on the part of the Hospital, or any tenant or subtenant of the Hospital, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Hospital shall comply in all material respects with, and ensure compliance by all tenants and subtenants of the Hospital with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Hospital obtain and comply in all material respects with, any and all approvals, registrations or permits required thereunder.

(D) The Hospital shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (a) in accordance with all

Applicable Laws, and (b) in accordance with the orders and directives of all federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless Holder, and its respective employees, agents and officers, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (d) any violations of Applicable Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection (D) will be repaid immediately, with interest at the Default Interest Rate to accrue if not paid within 30 days of receipt of an invoice therefor establishing that such costs have been incurred.

SECTION 4.03. DAMAGE OR DESTRUCTION.

- (A) If the Project Facility shall be damaged or destroyed, in whole or in part:
- (1) Holder shall have no obligation to replace, repair or restore the Project Facility;
 - (2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Supplemental Indenture Number Two (whether or not the Project Facility is replaced, repaired or restored);
 - (3) the Hospital shall promptly give notice thereof to Holder; and
 - (4) except as otherwise provided in subsection (B) of this Section 4.03,
 - (a) the Hospital shall promptly replace, repair or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Hospital and consented to in writing by Holder, provided that such changes, alterations or modifications do not change the use of the Project Facility as specified in Section 4.01 hereof without the prior written consent of Holder; and
 - (b) the proceeds of any insurance settlement received by the Hospital as a result of any damage or destruction to the Project Facility shall be provided to the Master Trustee and disbursed in accordance with Section 5.03(B) of the Master Indenture.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 4.03, in the event that the damage to the Project Facility exceeds the sum of all Indebtedness then secured by a Lien on the Project Facility or any part thereof, the Hospital shall not be obligated to replace, repair or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 4.03, if the Hospital shall notify Holder that it elects to cause the Series Two Note to be paid in full.

In such event, or if an Event of Default shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to pay in full the outstanding amount of the Series Two Note, together with any other sums payable to Holder pursuant to this Supplemental Indenture Number Two, shall be transferred by the Hospital to Holder to be applied to the payment in full of the Series Two Note and payment of all such amounts to Holder. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to pay in full the outstanding amount of the Series Two Note and pay any and all amounts payable to Holder, the Hospital shall pay the difference between such amounts and the Net Proceeds of all insurance settlements so that all of the Bonds then Outstanding shall be redeemed and any and all amounts payable under the Series Two Note to Holder shall be paid in full.

(C) If the Series Two Note is no longer Outstanding and all other amounts due under this Supplemental Indenture Number Two are paid in full, all such Net Proceeds or the balance thereof shall be paid to the Hospital for its purposes.

(D) Unless an Event of Default under this Supplemental Indenture Number Two shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the Hospital may, with the prior written consent of Holder, adjust all claims under any policies of insurance required by Section 9.03(A) hereof.

SECTION 4.04. CONDEMNATION.

(A) To the knowledge of the Hospital, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Hospital shall notify Holder of the institution of any condemnation proceedings and, within seven days after inquiry from Holder, inform Holder in writing of the status of such proceeding. If title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation:

(1) Holder shall have no obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Supplemental Indenture Number Two or under this Supplemental Indenture Number Two (whether or not the Project Facility is restored);

(3) the Hospital shall promptly give notice thereof to Holder;

(4) except as otherwise provided in subsection (B) of this Section 4.04, the Hospital shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) to substantially the same condition and value as an operating entity as existed prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Hospital and consented to in writing by Holder, provided that such changes, alterations or modifications do not (i) so change the use of the Project Facility as specified in Section 4.01 hereof without the prior written consent of Holder; and

(5) the proceeds of any condemnation award received by the Hospital with respect to any portion of the Project Facility shall be provided to the Master Trustee and disbursed in accordance with Section 5.03(B) of the Master Indenture.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 4.04, in the event the taking of the Project Facility or any part thereof exceeds the sum of all Indebtedness then secured by a Lien on the Project Facility or any part thereof, the Hospital shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (A) of this Section 4.04, if the Hospital shall notify Holder that it elects to cause payment in full of the outstanding amount of the Series Two Note. In such event, or if an Event of Default under this Supplemental Indenture Number Two shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to pay in full the outstanding amount of the Series Two Note, together with any other sums payable to Holder pursuant to this Supplemental Indenture Number Two, shall be transferred by the Hospital to the Holder to be applied to the payment of all such amounts. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts payable to Holder, the Hospital shall pay the difference between such amounts and such Net Proceeds so that any and all amounts payable under this Supplemental Indenture Number Two to Holder shall be paid in full.

(C) If title to, or use of, all or substantially all of the Project Facility shall be taken by Condemnation:

(1) neither the Hospital nor Holder shall have any obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Hospital under this Supplemental Indenture Number Two; and

(3) the Net Proceeds of any Condemnation award shall be applied as provided in subsection (B) of this Section 4.04.

(D) If the Series Two Note has been paid in full and all other amounts due under this Supplemental Indenture Number Two have been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Hospital for its purposes.

(E) Unless an Event of Default under this Supplemental Indenture Number Two shall have occurred and be continuing (or if an event exists which with the passage of time or notice or both would become an Event of Default), the Hospital shall (but only upon the prior written consent of Holder) have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may (but only upon the prior written consent of Holder) negotiate the settlement of any such proceeding. The Hospital shall notify Holder of the institution of any Condemnation proceedings and within seven days after inquiry from Holder shall inform Holder in writing as to the status of such proceeding.

SECTION 4.05. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs or restoration made pursuant to Sections 4.03 or 4.04, whether or not requiring the expenditure of the Hospital's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE V

**TERMINATION OF THIS
SUPPLEMENTAL MASTER INDENTURE NUMBER TWO**

SECTION 5.01. TERMINATION OF THIS SUPPLEMENTAL MASTER INDENTURE NUMBER TWO. At such time that the Series Two Note shall no longer be Outstanding and there shall not remain any unfulfilled obligations of the Hospital or the Obligated Group, this Supplemental Master Indenture Number Two shall thereupon be terminated and all of the provisions of this Supplemental Master Indenture Number Two shall no longer have any force or effect.

ARTICLE VI

TRANSFER AND REGISTRATION, EXCHANGE, MUTILATED, DESTROYED, LOST OR STOLEN NOTE, CANCELLATION, PERSON DEEMED OWNER AND ENDORSEMENT OF PAYMENT

SECTION 6.01. TRANSFER AND REGISTRATION. The Obligated Group Agent shall cause to be maintained at the Designated Office of the Master Trustee an office or agency where the Series Two Note may be presented for registration and for exchange. Upon presentment at such office for registration of transfer, the Obligated Group Agent shall cause to be executed and the Master Trustee shall authenticate and deliver in the name of the transferee a new registered Series Two Note. If the Series Two Note is presented for transfer, exchange or payment, the Obligated Group Agent or the Master Trustee may require that it be duly endorsed by or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Master Trustee duly executed by the Holder or the duly authorized attorney of the Holder.

SECTION 6.02. EXCHANGE OF SERIES TWO NOTE. The Holder of the Series Two Note shall not have the right to exchange such Note for notes in other denominations aggregating the principal amount thereof; provided, however, if there shall be a prepayment of a portion of the principal of the Series Two Note which is not endorsed on the Series Two Note as provided for in Section 4.06 below, at the request of the Holder of the Series Two Note, the Master Trustee, upon surrender of the Series Two Note for exchange, shall deliver a new Series Two Note in a principal amount which is equal to the then unpaid principal amount of the Series Two Note.

SECTION 6.03. MUTILATED, DESTROYED, LOST OR STOLEN NOTE. If the Series Two Note shall become mutilated or shall be destroyed, lost or stolen, the Obligated Group Agent shall, upon the written request of the Holder of such Series Two Note, execute and the Master Trustee shall thereupon authenticate and deliver in replacement thereof a new Series Two Note, payable in the same principal amount and dated the same date as the note so mutilated, destroyed, lost or stolen. In each case, the applicant for a new Series Two Note shall furnish to the Obligated Group Agent and to the Master Trustee such security or indemnity as may be required by each of them to save each of them harmless. In all cases, each applicant shall be required to furnish the Obligated Group Agent and the Master Trustee with evidence to their satisfaction of the loss, theft or destruction of such Note, and, in the case of the mutilation thereof, the Holder shall surrender to the Master Trustee the mutilated Note.

SECTION 6.04. CANCELLATION. Upon request of the Obligated Group Agent, any canceled Note if surrendered for the purposes of transfer, payment, in whole or in part, or in exchange, shall be canceled by or under the direction of the Master Trustee in accordance with its customary procedures and no Note shall be issued in lieu thereof, except as expressly required or permitted by the Master Indenture or this Supplemental Indenture Number Two. Any such Note shall be delivered to the Obligated Group Agent or, upon similar request, shall be disposed of by the Master Trustee which shall furnish the Obligated Group Agent with an affidavit or certificate as to such disposal upon its written request.

SECTION 6.05. PERSON DEEMED OWNER. The Person in whose name the Series Two Note shall from time to time be registered shall be deemed and regarded as the absolute Holder thereof for all purposes.

SECTION 6.06. ENDORSEMENT OF PAYMENT. At the request of the Master Trustee or the Obligated Group Agent, the Holder of the Series Two Note shall endorse on such Series Two Note the amount and date of any payment or prepayment of principal and interest.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. (A) Each of the Events of Default specified in Section 6.01(A) of the Master Indenture, and, in addition thereto, each of the following events shall constitute an Event of Default under this Supplemental Indenture Number Two and the Master Indenture:

(1) A failure by the Hospital to pay the amounts specified to be paid pursuant to the Series Two Note for a period of ten (10) days after the due date.

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Hospital in this Supplemental Indenture Number Two and the continuance thereof for a period of thirty (30) days after written notice is given by the Master Trustee to the Hospital, or, if such covenant, condition or agreement is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Hospital to commence to cure within such thirty (30) day period and to prosecute the same with due diligence and, in any event, to cure such default within sixty (60) days after such written notice is given.

(3) Any representation or warranty made by the Hospital herein proves to have been materially false at the time it was made.

(4) Any sale, conveyance, lease agreement or any other change of ownership of the Project Facility, whether occurring voluntarily or involuntarily, or by operation of law or otherwise, by the Hospital (except pursuant to this Supplemental Indenture Number Two or as a Permitted Encumbrance, Permitted Disposition or Permitted Lien under and as defined in the Master Indenture) of its interest in the Project Facility or any part thereof, or the granting of any easements or restrictions or the permitting of any encroachments on the Project Facility, except as permitted in this Supplemental Indenture Number Two or the Master Indenture.

(5) The Hospital shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(6) (a) The filing by the Hospital (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; (b) the failure by the Hospital within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Hospital's ability to carry out its obligations hereunder; (c) the commencement of a case under Title 11 of the United States Code against the Hospital as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Hospital and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days; (d) the entry of an order for relief by a court of competent jurisdiction under

Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Hospital; or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Hospital, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(7) The imposition of a Lien on the Project Facility other than a Lien being contested as provided in Section 10.07(B) of this Supplemental Indenture Number Two or a Permitted Encumbrance, Permitted Disposition or a Permitted Lien under and as defined in the Master Indenture.

(B) Notwithstanding any other provision of this Supplemental Indenture Number Two, failure of the Hospital to comply with Section 10.04(B) of this Supplemental Indenture Number Two shall not be considered an Event of Default; however, the Master Trustee may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Hospital to comply with its obligations under Section 10.03(B) hereof.

(C) Notwithstanding the provisions of Section 7.01(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Supplemental Indenture Number Two and if such party shall give notice and full particulars of such force majeure in writing to the other party and to Holder within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Supplemental Indenture Number Two of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (C) shall not be deemed an Event of Default under this Section 7.01. Notwithstanding anything to the contrary in this subsection (C), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Hospital to make the payments required by this Supplemental Indenture Number Two, to obtain and continue in full force and effect the insurance required by Article IX hereof and to comply with the provisions of Sections 3.01, 10.01, 10.02 and 10.06 hereof. The term "force majeure" as used herein shall include acts outside of the control of the Hospital, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, order of any kind of any Governmental Authority or any civic or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civic disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, and partial or entire failure of utilities. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 7.02. REMEDIES ON DEFAULT.

(A) Whenever any Event of Default shall have occurred, the Master Trustee may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Hospital, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all unpaid loan payments payable pursuant to this Supplemental Indenture Number Two, and (b) all other payments due under this Supplemental Indenture Number Two;

(2) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Hospital under this Supplemental Indenture Number Two; or

(3) exercise any remedies available pursuant to this Supplemental Indenture Number Two.

(B) No action taken pursuant to this Section 7.02 shall relieve the Hospital from its obligations to make all payments required by this Supplemental Indenture Number Two.

SECTION 7.03. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Master Trustee is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Supplemental Indenture Number Two now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Holder to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 7.04. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Hospital should default under any of the provisions of this Supplemental Indenture Number Two, and the Master Trustee and the Holder should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Hospital herein contained, the Hospital shall, on demand therefor, pay to the Master Trustee and the Holder the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 7.05. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In addition to the Events of Default specified in Section 6.01(A) of the Master Indenture, and, in addition thereto, the failure of the Obligated Group or any Member thereof to perform, observe or comply with any of the terms, covenants, conditions or provisions contained in this Supplemental Master Indenture Number Two One for a period of sixty (60) days after the date upon which written notice of such failure requiring the same to be remedied shall have been given to the Obligated Group Agent by the Master Trustee shall constitute an Event of Default under this Supplemental Master Indenture Number Two and the Master Indenture; provided, however, that if such failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default under this Supplemental Master Indenture Number Two if corrective action is instituted within such period and diligently pursued until the failure is corrected, or until sixty (60) days after such default could have been corrected.

SECTION 7.06. ACTION BY THE HOLDER.

(A) In addition to any right that either the Master Trustee or the Holder of the Series Two Note may have under Section 6.02 of the Master Indenture to declare, or cause to be declared, the principal amount of all Obligations Outstanding to be immediately due and payable, thereupon causing such principal amount to become and be immediately due and payable, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number Two or the Master Indenture, the Master Trustee shall, if requested by the Holder (regardless of whether the Outstanding principal amount of the Series Two Note equals at least fifty-one percent (51%) of the aggregate principal amount of all Obligations then Outstanding, and regardless of whether there has been an offer of indemnity from the Holder), give notice pursuant to Section 6.12 of the Master Indenture to the Obligated Group Agent declaring the principal of the Series Two Note then Outstanding to be immediately due and payable, and upon any such declaration, the entire principal of the Series Two Note then Outstanding shall become and shall be immediately due and payable, any provision in the Master Indenture, or in any Trustee Obligation to the contrary notwithstanding.

(B) Notwithstanding the limitations of Article VI of the Master Indenture, upon the occurrence of an Event of Default under this Supplemental Master Indenture Number Two or the Master Indenture, the Holder shall be entitled to institute a suit, action or proceeding in equity or at law upon or under or with respect to the Master Indenture seeking any remedy provided under the Master Indenture after giving the notice specified in Section 6.12 of the Master Indenture if the Master Trustee shall have neglected or refused to institute any such action, suit or proceeding after receipt from the Holder of the written request (but not the offer of indemnity) otherwise required of Holders of not less than fifty-one percent (51%) in aggregate principal amount of Obligations then Outstanding.

ARTICLE VIII

USE OF PROCEEDS

SECTION 8.01. USE OF PROCEEDS.

(A) The proceeds of the Series Two Note made available to the Hospital pursuant to this Supplemental Indenture Number Two and as evidence of which the Series Two Note is being issued, shall be used by or on behalf of the Hospital, together with other available funds, to pay the Costs of the Project.

(B) As a result thereof, the Hospital shall be deemed to be the Member of the Obligated Group for whose use all of the proceeds of the Series Two Note are to be provided, in accordance with the provisions of Section 2.02(A) of the Master Indenture.

ARTICLE IX

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 9.01. MAINTENANCE AND MODIFICATION OF THE PROJECT FACILITY. So long as the Series Two Note is Outstanding, the Hospital shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, and (2) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen).

SECTION 9.02. INSURANCE REQUIRED. So long as the Series Two Note is Outstanding, the Hospital shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) (1) During and prior to completion of the Project Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition and installation of the Project Facility, issued to the Hospital as insured and the Holder and the Master Trustee as security holders and loss payees, as their interests may appear, and written in completed value form for the full insurable value of the Project Facility, and (2) at such time that builder's risk insurance is no longer available by virtue of completion of the acquisition and installation of the Project Facility, insurance protecting the interests of the Hospital as insured and the Holder as a security holder and loss payee, as its interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount not less than the greater of the total principal amount of the Series Two Note Outstanding or the actual cash value of the Project Facility as determined at least once every three (3) years by a recognized appraiser or insurer selected by the Hospital.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Hospital is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Hospital who are located at or assigned to the Project Facility.

(C) Insurance protecting the Hospital and the Master Trustee against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Hospital under Section 4.03 of this Supplemental Indenture Number Two) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and

\$1,000,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Hospital by any applicable workers' compensation law, and a separate umbrella liability policy with a limit of not less than \$3,000,000.

(D) In lieu of obtaining third-party coverage described under Section 9.05(A) herein, the Hospital may self-insure any of the required coverages (or a portion thereof) provided that if such self-insurance is other than in the ordinary course of business, the Hospital delivers to the Holder a report of an insurance consultant stating that the Hospital's decision to self-insure such risks is consistent with proper management and insurance practices. In addition, to the extent the Hospital maintains any self-insurance against third-party liability, the Hospital will provide the Holder at least once every two years, and more frequently if requested by the Holder, with a report of an insurance consultant concerning the adequacy of funding and the funding determination processes employed by the Hospital for such self-insurance, provided that the Hospital shall consent to such report, and that such consent shall not be unreasonably withheld. The Hospital may also arrange insurance coverage through a captive insurance company provided an insurance consultant's report indicates that such insurance is consistent with proper management and insurance practices.

SECTION 9.03. ADDITIONAL PROVISIONS RESPECTING INSURANCE.

(A) All policies of insurance required by Section 9.02 (the "Policies") shall be issued by insurers having a minimum policy holders rating of "A" pursuant to the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in the State and are otherwise acceptable in all respects to the Holder. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Hospital is engaged. All policies evidencing such insurance shall name the Hospital as insured and the Master Trustee as an additional insured and provide for at least thirty (30) days' written notice to the Hospital prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Holder. Certificates satisfactory in form and substance to the Holder to evidence all insurance required hereby shall be delivered to the Holder on or before the Closing Date. At least ten (10) days prior to the expiration of any such policy, the Hospital shall furnish to the Holder evidence that the policy has been renewed or replaced or is no longer required by this Supplemental Indenture Number Two.

(B) All premiums with respect to the insurance required by this Section 9.03 shall be paid by the Hospital. If at any time the Holder is not in receipt of written evidence (e.g., certificates of insurance) that all insurance required hereunder is in force and effect, the Holder shall have the right without notice to the Hospital to take such action as the Holder deems necessary to protect its interests, including, without limitation, the obtaining of such insurance coverage as the Holder in its sole discretion deem appropriate, and all expenses incurred by the Holder in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Hospital to the Holder upon demand, together with interest thereon at the Default Interest Rate.

SECTION 9.04. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 9.03 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 9.03(A) hereof shall be paid to the Master Trustee and applied as provided in Section 9.03 hereof, and (B) the Net Proceeds of the insurance required by Section 9.03(B) and 9.03(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 9.05. TAXES, ASSESSMENTS AND UTILITY CHARGES.

(A) The Hospital shall pay or cause to be paid, as the same respectively become due, (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, and (3) all assessments and charges of any kind whatsoever lawfully made against the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Hospital shall be obligated hereunder to pay only such installments as are required to be paid during all periods that the Series Two Note shall be Outstanding.

(B) Notwithstanding the provisions of subsection (A) of this Section 9.05, the Hospital may withhold any such payment and the Hospital may in good faith actively contest any such taxes, assessments and other charges provided that (1) the Hospital first shall have notified the Holder in writing of such contest, (2) an Event of Default has not occurred under this Supplemental Indenture Number Two, (3) the Hospital shall have set aside adequate reserves for any such taxes, assessments and other charges, and (4) such contesting by the Hospital is limited to circumstances which, if determined adversely to the Hospital, would not materially adversely affect the finances or operations of the Hospital.

(C) Notwithstanding the provisions of subsection (B) of this Section 9.05, if the Holder or any of its officers, agents, servants or employees may be liable for prosecution for failure to comply therewith, the Hospital shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Holder.

ARTICLE X

SPECIAL COVENANTS

SECTION 10.01. HOLD HARMLESS PROVISIONS.

(A) The Hospital hereby releases the Holder and its officers, agents and employees from, agrees that the Holder and its officers, agents and employees shall not be liable for and agrees to indemnify, defend and hold the Holder and its officers, agents and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the financing of the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use of the Project Facility or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the financing of the Project, all liabilities or claims arising as a result of the obligations of the Hospital under this Supplemental Indenture Number Two or the enforcement of or defense of validity of any provision of this Supplemental Indenture Number Two, and all liabilities or claims arising as a result of or in connection with the issuance of the Series Two Note, and (3) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Holder are not incurred or do not result from the intentional wrongdoing of the Holder or any of its officers, agents or employees or the gross negligence of the Holder. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Holder or any of its respective officers, trustees, agents or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Holder or its officers, agents or employees by any employee of the Hospital or any contractor of the Hospital or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Hospital hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Hospital or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 10.01, the Hospital agrees to provide for and insure, in the liability policies required by Section 9.02(C) of this Supplemental Indenture Number Two, its liabilities, to the extent such liability is insurable, assumed pursuant to this Section 10.01.

(D) Notwithstanding any other provisions of this Supplemental Indenture Number Two, the obligations of the Hospital pursuant to this Section 10.01 shall remain in full force and effect after the termination of this Supplemental Indenture Number Two until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the

satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Holder or its officers, agents or employees, relating thereto.

SECTION 10.02. HOSPITAL NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Hospital agrees that, so long as the Series Two Note is Outstanding, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or acquire all or substantially all of the assets of another Person; provided, however, that, if no Event of Default specified in Section 7.01 hereof shall have occurred and be continuing (or if no event exists which with the passage of time or notice or both would become an Event of Default), the Hospital may consolidate with or merge into another domestic corporation organized and existing under the laws of one of the states of the United States, or permit one or more such domestic corporations to consolidate with or merge into it, or acquire all or substantially all of the assets of another Person, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided that (A) the surviving, resulting or transferee corporation assumes in writing all of the obligations of and restrictions on the Hospital under this Supplemental Indenture Number Two and (B) as of the date of such transaction, Holder shall be furnished with (1) an opinion of counsel to the Hospital as to compliance with item (A) of this Section 10.01 and (3) an Officer's Certificate, dated the effective date of such transaction, of the Hospital and the surviving, resulting or transferee corporation or the transferee of its assets, as the case may be, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Supplemental Indenture Number Two and no event exists which, with notice or lapse of time or both, would become such an Event of Default.

SECTION 10.03. AGREEMENT TO PROVIDE INFORMATION. The Hospital agrees, whenever requested by Holder to provide and certify or cause to be provided and certified such information concerning the Hospital, its finances and other topics as Holder from time to time reasonably considers necessary or appropriate to enable the Holder to make any reports required by law or governmental regulation.

SECTION 10.04. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.

(A) The Hospital agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Hospital.

(B) As soon as possible after the end of each fiscal year of the Hospital so long as any Bond shall be Outstanding, the Hospital shall furnish to Holder an Officer's Certificate stating that no Event of Default hereunder has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Hospital has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Series Two Note and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(C) The Hospital agrees to furnish to Holder all notices, certificates, information and reports required to be furnished to the Master Trustee pursuant to Section 5.02(F) of the Master Indenture.

SECTION 10.05. PERFORMANCE OF HOSPITAL'S OBLIGATIONS. Should the Hospital fail to make any payment or to do any act as herein provided, Holder may, but need not, without notice to or demand on the Hospital and without releasing the Hospital from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Hospital, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Master Trustee in connection therewith; and the Hospital shall pay immediately upon demand all sums so incurred or expended by the Master Trustee under the authority hereof, together with interest thereon, at the prime rate as published in the Wall Street Journal from time to time plus three percent (3%).

SECTION 10.06. COMPLIANCE WITH APPLICABLE LAWS.

(A) The Hospital agrees, for the benefit of Holder, that it will, during any period in which the Series Two Note is Outstanding and during the term of this Supplemental Indenture Number Two, promptly comply in all material respects with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 10.06, the Hospital may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Hospital (1) first shall have notified Holder in writing of such contest, (2) is not in default under this Supplemental Indenture Number Two, (3) shall have set aside adequate reserves for any such requirement, and (4) such contesting by the Hospital is limited to circumstances which, if determined adversely to the Hospital, would not materially adversely affect the finances or operations of the Hospital. Otherwise, the Hospital shall promptly take such action with respect thereto as shall be reasonably satisfactory to Holder.

(C) Notwithstanding the provisions of subsection (B) of this Section 10.06, if Holder or any of its officers, agents or employees may be liable for prosecution for failure to comply therewith, the Hospital shall promptly take such action with respect thereto as shall be reasonably satisfactory to Holder.

SECTION 10.07. DISCHARGE OF LIENS AND ENCUMBRANCES.

(A) The Hospital hereby agrees not to create or suffer to be created any Lien, except for Permitted Encumbrances, on the Project Facility or any part thereof.

(B) Notwithstanding the provisions of subsection (A) of this Section 10.07, the Hospital may in good faith actively contest any such Lien, provided that the Hospital (1) first shall have notified the Master Trustee and the Holder in writing of such contest, (2) is not in default under this Supplemental Indenture Number Two, and (3) such Lien shall be removed promptly by the Hospital or secured by the Hospital's posting a bond in form and substance satisfactory to the Master Trustee.

SECTION 10.08. STARK ACT COMPLIANCE. Subject to the non-disclosure agreement between the Hospital and the Initial Holder (and the execution of a reasonably similar non-disclosure agreement between the Hospital and any other Holder), the Hospital hereby agrees to promptly provide the Initial Holder during the Bank Rate Loan Period with copies of any additional correspondence between the Hospital (or any representative on the behalf of the Hospital) and the Centers for Medicare and Medicaid Services ("CMS") related to the Hospital's filings with CMS on July 25, 2012 and September 13, 2012 pursuant to the CMS Voluntary Self-Referral Protocol (the "CMS Filings").

SECTION 10.09. SALE OR LEASE OF THE PROJECT FACILITY.

(A) Except as otherwise provided herein, the Hospital may not sell, lease, transfer, convey or otherwise dispose of the Project Facility or any part thereof without the prior written consent of Holder.

(B) Notwithstanding anything to the contrary contained herein, in any instance after the Closing Date where the Hospital reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Hospital may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of Holder, provided that such removal will not materially impair the value of the Project Facility as collateral and provided, further, that same is forthwith replaced with similar items of similar utility, free from all Liens other than the Liens created by the Financing Documents. The Hospital shall execute and deliver, and shall request Holder to execute and deliver, to the Hospital all instruments necessary or appropriate to enable the Hospital to sell or otherwise dispose of any such portion of the Project Facility free from the Liens of this Supplemental Indenture Number Two. The Hospital shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of this Supplemental Indenture Number Two any portion of the Project Facility removed pursuant to this Section 10.09.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (B) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE HOSPITAL:

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983
Attention: President and Chief Executive Officer

IF TO THE MASTER TRUSTEE:

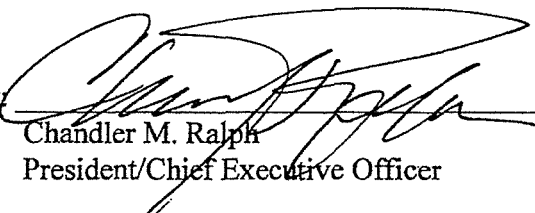
Deutsche Bank Trust Company Americas
60 Wall Street
MS NYC60-2715
New York, New York 10005
Attention: Trust and Securities Services - Municipal Group

IF TO THE HOLDER:

Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, New Jersey 08830
Attention: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number Two to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: 
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Master Indenture Number Two to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

ADIRONDACK MEDICAL CENTER,
for itself and as Obligated Group Agent on behalf of the
Obligated Group

By: _____
Chandler M. Ralph
President/Chief Executive Officer

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Master Trustee

By: _____
Name: Scott Thiel
Title: Director

By: _____
Name: Safet Kalaba
Title: Vice President

TAX CERTIFICATE AND AGREEMENT

BY AND BETWEEN

ESSEX COUNTY CAPITAL RESOURCE CORPORATION,

ADIRONDACK MEDICAL CENTER,

AND

U.S. BANK NATIONAL ASSOCIATION, as trustee

\$9,500,000
MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX
COUNTY PROJECT), SERIES 2017A

Dated October 5, 2017

TAX CERTIFICATE AND AGREEMENT

The Essex County Capital Resource Corporation (the “**Issuer**”), Adirondack Medical Center (the “**Borrower**”), and U.S. Bank National Association (the “**Trustee**”) hereby enter into this Tax Certificate and Agreement (together with the Exhibits attached hereto, the “**Tax Agreement**”) in connection with the issuance of the Issuer’s Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A, in the initial aggregate principal amount of \$9,500,000 (the “**Issue**”).

ARTICLE I PURPOSE

Purpose of Tax Agreement. The Issuer, the Borrower and the Trustee (only with respect to 4.18 herein) are delivering this Tax Agreement to Squire Patton Boggs (US) LLP, Bond Counsel, with the understanding and acknowledgment that Bond Counsel will rely upon this Tax Agreement in rendering its opinion that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103.

ARTICLE II DEFINITIONS AND REPRESENTATIONS

Use of Defined Terms. Unless the context or use indicates another meaning or intent, words and terms used in this Tax Agreement with initial capital letters shall have the meanings given below and in Exhibit A. All capitalized terms relating to a particular issue, such as Sale Proceeds, relate to the Issue, unless indicated otherwise. (For example, “Sale Proceeds” refers to Sale Proceeds of the Issue, unless indicated otherwise.)

“Bond-Financed Facilities” means all real and personal property financed and refinanced with the Issue, including without limitation the property or facilities identified in the Loan Agreement, and any improvements, modifications, substitutions and renewals thereof.

“Bond Fund” means the Bond Fund for the Issue created under the Trust Agreement and held by the Trustee.

“Loan Agreement” means the Loan Agreement, dated as of October 1, 2017, between the Issuer, as lender, and the Borrower, as borrower, providing for the loan of Proceeds to the Borrower.

“Rehabilitation Medical Fitness Center” means the approximately 10,000 square foot portion of the Bond-Financed Facility that will service rehabilitation patients and which also includes offices, exam rooms, a part-time emergency department, a small imaging suite, and a small clinical laboratory.

“Placement Agent” means Piper Jaffray & Co.

“Post-Issuance Compliance Procedures” means the Borrower’s Policy Number AD0056, titled “Tax-Exempt Bond Post-Issuance Compliance,” attached as Exhibit B.

“Project” means (i) the acquisition, construction, equipping and installation of a new Medical Fitness Center to be constructed on the Hospital’s Lake Placid Campus located at 185 Military Road in the Town of Lake Placid, New York, including an approximate 10,000 square foot Rehabilitation Medical Fitness Center that will service rehabilitation patients and which Medical Fitness Center also includes offices, exam rooms, a part-time emergency department, a small medical imaging suite and a small clinical laboratory that with the

rehabilitation/medical fitness center will total approximately 31,439 square feet and (ii) the acquisition and installation in the Facility of various machinery, equipment, and furnishings. The Project includes interest on the Issue for up to three years from the Issuance Date or, if later, one year after the date the Project is Placed in Service, all of which are governmental purposes for purposes of the Code.

“Purchaser” means Compass Mortgage Corporation.

“Rebate Fund” means the Rebate Fund for the Issue created under the Trust Agreement.

“Rebate Instructions” means the Rebate Instructions, dated the date hereof, set forth in Exhibit D.

“Trust Agreement” means the Trust Indenture for the Issue dated as of October 1, 2017, between the Trustee and the Issuer, relating to the Issue.

Reference in this Tax Agreement and the Exhibits thereto to a Section means a section of the Code. Reference in this Tax Agreement by number only (for example, “3.1”) means that numbered paragraph of this Tax Agreement. Reference to an Exhibit means an exhibit to this Tax Agreement. Each capitalized term used herein, but not otherwise defined herein, shall have the meaning assigned to it in the Loan Agreement.

ARTICLE III
COVENANTS OF THE ISSUER AND THE BORROWER
CONCERNING GENERAL (NON-ARBITRAGE) FEDERAL TAX MATTERS

3.1 Tax Status and Eligibility for Financing. The Borrower represents and warrants that (i) it is an organization described in Section 501(c)(3); (ii) it has received one or more letters from the Internal Revenue Service to that effect; (iii) such letter or letters have not been adversely modified, limited or revoked; (iv) it is in compliance with all material terms, conditions and limitations, if any, contained in such letter or letters; (v) the facts and circumstances that form the basis of such letter or letters continue substantially to exist as represented to the Internal Revenue Service; (vi) it is not aware of any facts or circumstances that could cause a revocation of such letter or letters; and (vii) it is exempt from federal income taxation under Section 501(a), except for unrelated business income subject to taxation. The Borrower agrees that it will not take any action or omit to take any action or cause or permit any circumstance within its control to arise or continue if such action or circumstance or omission would cause any revocation or adverse modification of such federal income tax status, unless it obtains an Opinion of Bond Counsel, addressed to the Trustee, that such revocation or modification will not adversely affect the exclusion from gross income under Section 103(a) of interest paid on the Issue or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

3.2 General Tax Covenants.

(A) **Compliance with Tax Requirements.** The Issuer, to the extent within its control, covenants that it will not knowingly take any action, or fail to take any action, and the Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Issue under Section 103(a) or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. The Issuer, to the extent within its

control, will not knowingly directly or indirectly, and the Borrower will not directly or indirectly, use or permit the use of any Proceeds or any other funds of the Issuer or the Borrower, or take or omit to take any action, that would cause the Issue to be or become "arbitrage bonds" within the meaning of Section 148(a) or to fail to qualify as Qualified 501(c)(3) Bonds or to fail to meet any other applicable requirement of Sections 141, 142, 145, 147, 148, 149 and 150 (or their statutory predecessor) or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Issuer and the Borrower will comply with all requirements of Sections 141, 142, 145, 147, 148, 149 and 150 (or their statutory predecessor) to the extent applicable to the Issue. In the event that at any time the Borrower is of the opinion that, for purposes of this 3.2, it is necessary to restrict or limit the Yield on the investment of any money held by the Trustee or otherwise, the Borrower will so instruct the Trustee in writing.

The Issuer and the Borrower hereby covenant and agree that they will not enter into any arrangement, formal or informal, pursuant to which the Borrower (or any Related Party) will purchase any portion of the Issue, except (i) as expressly provided in the Trust Agreement or Loan Agreement in connection with a mandatory tender provided for therein, (ii) if the Borrower obtains a Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income of interest on the Issue pursuant to Section 103(a) or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, or (iii) if the Borrower then presents the purchased portion of the Issue to the Trustee for cancellation.

(B) No Adverse Effect on Tax Exemption. The Borrower agrees that it will not take any action or omit to take any action, which action or omission would adversely affect the exclusion from gross income of the interest on the Issue for federal income tax purposes or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon an Opinion of Bond Counsel, and in all cases at the sole expense of the Borrower, as may rescind or otherwise negate such action or omission.

(C) 501(c)(3) Organization. The Borrower will (i) conduct its operations in a manner that will result in its continued qualification as a 501(c)(3) Organization, and (ii) timely file or cause to be filed all returns, reports and other documents that are required to be filed with the Internal Revenue Service (taking into consideration all extensions of time to which it may be or become entitled).

(D) Ownership Requirement. Each Bond-Financed Facility is, or upon completion of acquisition or construction will be, owned by a 501(c)(3) Organization or a Governmental Unit and will continue to be so owned at all times during the Measurement Period applicable to the given Bond-Financed Facility.

(E) Use of Proceeds.

(1) The Borrower shall use not less than 95% of the Net Proceeds of the Issue (except any income as may be required to be deposited into the Rebate Fund) to finance or refinance costs incurred in connection with the provision of property that is and will be used by a 501(c)(3) Organization or a Governmental Unit only in activities that do not constitute a Private Business Use. The Borrower shall use not more than the lesser of \$15,000,000 or 5% of the Net Proceeds of the Issue for purposes or uses that constitute a Private Business Use. For purposes of this paragraph, any Issuance Costs of the Issue that are paid from Net Proceeds

and any use of Bond-Financed Facilities by the Borrower (or another 501(c)(3) Organization) in an “unrelated trade or business” within the meaning of Section 513(a) constitute uses of Net Proceeds for a Private Business Use. The Borrower may depart from its covenants in this subparagraph (E) only if and to the extent that an Opinion of Bond Counsel is delivered to the Trustee that (i) is based on Section 145, (ii) states the extent to which the Borrower may depart from such covenants, and (iii) states that such departure from such covenants will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Issue or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(2) The Borrower hereby covenants that no more than twenty-five percent (25%) of the Medical Fitness Center will be used for Private Business Use. For purposes of this paragraph, any uses of the Medical Fitness Center in an “unrelated trade or business” within the meaning of Section 513(a) constitute uses for a Private Business Use. The Borrower further covenants to monitor and test compliance with the covenants contained herein at least annually and to take corrective action as necessary to ensure that the tax-exempt status of the Issue is not jeopardized in the event that the covenant is breached in a particular year. See 3.2(U).

(F) Allocations of Bonds to Expenditures. Certain of the Bond-Financed Facilities might constitute one or more “eligible mixed use projects” as defined in Regulations §1.141-6(b)(2) (the “**Mixed-Use Projects**”) in that such Mixed-Use Projects: (1) are, pursuant to the same plan of financing, being financed in part with Proceeds of the Issue and in part either with funds that are not derived from Proceeds of a borrowing or with Proceeds of obligations that are not Tax-Exempt Obligations (“**Qualified Equity**”); and (2) will be owned by the Borrower (or a Related Party to the Borrower). In particular, the Qualified Equity includes contributions from the Borrower in the aggregate amount of \$10,108,639.32, which will be used for the overall undertaking of the Mixed-Use Projects of which the Bond-Financed Facilities are a part. Under Regulations §1.141-6(b)(1), any Qualified Equity is allocated first to the Private Business Use of the respective Mixed-Use Project and then to use that is not Private Business Use, and Proceeds of the Issue are allocated first to use of the respective Mixed-Use Project that is not Private Business Use and then to Private Business Use.

(G) No Private Security or Payment. The Borrower has not secured and will not secure directly or indirectly more than the lesser of \$15,000,000 or 5% of either the principal of or the interest on the Issue by (i) any interest in property used or to be used for any Private Business Use or (ii) payments in respect of property used or to be used for any Private Business Use. It will not cause or permit more than the lesser of \$15,000,000 or 5% of either the principal of or the interest on the Issue to be derived directly or indirectly from payments (whether or not to the Issuer or the Borrower) in respect of property, or borrowed money, used or to be used for any Private Business Use.

(H) Use of Bond-Financed Facilities – Qualified Service Contracts.

(1) General. For purposes of this Tax Agreement, the use by a Private Person of the Bond-Financed Facilities pursuant to a Qualified Service Contract (as hereafter defined) will not be treated as a Private Business Use by such Private Person of such Bond-Financed Facilities or of funds used to finance or refinance such Bond-Financed Facilities. For purposes of this 3.2(H), “Private Person” does not include a 501(c)(3) Organization whose use of the Bond-Financed

Facilities is not an unrelated trade or business activity, within the meaning of Section 513(a), of such 501(c)(3) Organization or the Borrower.

(2) Qualified Service Contracts – Rev. Proc. 2017-13. Unless the Borrower chooses to apply the safe harbors described below in 3.2(H)(3) for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person (“**Service Provider**”) involving the use of all or any portion of, or any function of, the Bond-Financed Facilities (for example, the management services for an entire facility or a specific department of a facility) (“**Service Contract**”) is a “**Qualified Service Contract**” if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider (“**Expense Reimbursement**”) or (B) all of the following conditions are satisfied:

(a) The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract (“**Compensation**”) is reasonable;

(b) None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Bond-Financed Facilities with respect to which the Service Provider provides services (the “**Managed Property**”) or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation takes into account, or is contingent upon, either the Managed Property’s net profits or both the Managed Property’s revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property’s net profits or requiring the Service Provider to bear a share of Managed Property’s net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider’s performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property’s net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

(c) The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not take into account either the Managed Property’s net losses or both the Managed Property’s revenues and expenses for any fiscal period;

(d) The timing of the payment of Compensation is not contingent upon the Managed Property’s net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property’s net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Borrower is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Borrower will pay such deferred Compensation

(with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

(e) The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

(f) The Borrower must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Borrower to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

(g) The Borrower must bear the risk of loss upon damage or destruction of the Managed Property;

(h) The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Borrower with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

(i) The Service Provider must have no role or relationship with the Borrower, directly or indirectly, that, in effect, substantially limits the Borrower's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Borrower's ability to exercise its rights under the Service Contract if:

(i) Not more than 20 percent of the voting power of the governing body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;

(ii) The governing body of the Borrower does not include the chief executive officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's governing body; and

(iii) The chief executive officer of the Service Provider is not the chief executive officer of the Borrower or any Related Party to the Borrower.

For purposes of 3.2(H)(2)(i), a Service Provider includes any person that is a Related Party to the Service Provider and the phrase "chief executive officer" includes a person with equivalent management responsibilities.

(3) Qualified Service Contracts – Rev. Proc. 97-13. If the Borrower chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

(a) The compensation for services provided pursuant to the Service Contract is reasonable;

(b) None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Bond-Financed Facilities or any portion thereof;

(c) The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) at least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Facilities and fifteen years. For purposes of 3.2(H), a “periodic fixed fee” means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Facilities (*e.g.*, the Consumer Price Index) and a “renewal option” means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) at least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Facilities and 10 years; or

(iii) at least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) all of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) all of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Borrower

on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) all of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Bond-Financed Facilities during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Bond-Financed Facilities, but not more than one of these measures; or

(vii) all of the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Bond-Financed Facilities (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Borrower prior to the end of the term. For purposes of 3.2(H)(2)(c)(vii), a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

For purposes of 3.2(H)(3), a Service Contract is considered to contain termination penalties if the termination limits the Borrower’s right to compete with the Service Provider, requires the Borrower to purchase equipment, goods or services from the Service Provider, or requires the Borrower to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Borrower (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm’s length that could operate to prevent the Borrower from terminating the Service Contract. A requirement that the Borrower reimburse the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Borrower of key personnel of the Service Provider are not treated as contract termination penalties.

(d) The Service Provider has no role or relationship with the Borrower, directly or indirectly, that, in effect, substantially limits the Borrower's ability to exercise its rights under the Service Contract, including cancellation rights;

(e) The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the governing body of the Borrower;

(f) No individual who is a member of the governing body of the Service Provider and the Borrower is the chief executive officer of the Borrower or the Service Provider or the chairperson of the governing body of the Borrower or the Service Provider; and

(g) The Borrower and the Service Provider are not Related Parties.

(4) Exceptions. The Borrower may treat a Service Contract that does not comply with one or more of the criteria of 3.2(H) as not resulting in Private Business Use of Bond-Financed Facilities if it delivers to the Trustee, at its expense, an Opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of Bond-Financed Facilities and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the Issue or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(I) Use of Bond-Financed Facilities – Qualified Research Contracts.

(1) General. For purposes of this Tax Agreement, sponsorship or other financial support by a Private Person (including the United States and any agencies or instrumentalities thereof) of research to be performed by the Borrower in the Bond-Financed Facilities pursuant to a Qualified Research Contract (as hereafter defined) will not be treated as a Private Business Use by such Private Person of such Bond-Financed Facilities or of funds used to finance or refinance such Bond-Financed Facilities.

(2) Qualified Research Contracts. A contract described in either of the following two paragraphs is a Qualified Research Contract.

(a) A research contract relating to property used for basic research (*i.e.*, any original investigation for the advancement of scientific knowledge not having a specific commercial objective) supported or sponsored by a Private Person is described herein if any license or other use of resulting technology by the sponsoring party (*i.e.*, the Private Person) is permitted only on the same terms as the Borrower would permit such use by any nonsponsoring unrelated party (*i.e.*, the sponsor must pay a competitive price for its use of the technology); and the price to be paid for such use must be determined at the time the technology is available for use rather than an earlier time (*e.g.*, when the research agreement is entered into).

(b) A research contract relating to property used pursuant to an industry or federally-sponsored research arrangement is described herein if: (1) a single or multiple sponsors agree to fund Borrower-performed basic research; (2)

the research to be performed and the manner in which it is to be performed is determined by the Borrower; (3) title to any patent or other product incidentally resulting from the basic research lies exclusively with the Borrower; and (4) sponsors are entitled to no more than a nonexclusive, royalty-free license to use the product of any such research. The rights of the federal government and its agencies mandated by the Bayh-Dole Act (*i.e.*, “march-in rights”) will not cause a research agreement to fail to meet the requirements of this paragraph (b), provided that clauses (2) and (3) of this paragraph are met, and the license granted to any party other than the Borrower to use the resulting technology is no more than a nonexclusive, royalty-free license to use the product of such result.

(3) Exceptions. The Borrower may treat an arrangement for the conduct of research in Bond-Financed Facilities that does not constitute a Qualified Research Contract as not resulting in Private Business Use of Bond-Financed Facilities if it delivers to the Trustee, at its expense, an Opinion of Bond Counsel to the effect that such arrangement does not result in Private Business Use of Bond-Financed Facilities and that entering into such arrangement would not adversely affect the exclusion from gross income of the interest on the Issue or cause the interest on the Issue, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(J) Issue Not Federally Guaranteed. The Issue is not Federally Guaranteed.

(K) Issuance Costs Limitation. The aggregate of the Issuance Costs paid or financed with Proceeds of the Issue will not exceed \$190,000.00, which is 2% of the Sale Proceeds of the Issue.

(L) Prohibited Facilities. None of the Proceeds of the Issue will be used, directly or indirectly, to provide any airplane, skybox or other private luxury box, or health club facility (except any health club facility related to the Section 501(c)(3) purpose of the Borrower under the Code), any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(M) Residential Rental Property. None of the Proceeds of the Issue will be used, directly or indirectly, to provide residential rental property for family units within the meaning of Section 145(d).

(N) No \$150 Million Limitation. At least 95% of the Net Proceeds of the Issue is to be used to finance capital expenditures incurred after August 5, 1997. Accordingly, pursuant to Section 145(b)(5), Section 145(b) does not apply to the Issue and no portion of the aggregate authorized face amount of the Issue is taken into account for purposes of applying the \$150 million limitation of Section 145(b) to outstanding obligations allocated to the Borrower or any other 501(c)(3) Organization that is a “test period beneficiary” of the property financed by such outstanding obligations or any Related Party to either the Borrower or such other 501(c)(3) Organization.

(O) Internal Revenue Service Information Return. Within the time and on the form prescribed by the Internal Revenue Service under Section 149(e), the Issuer shall file with the Internal Revenue Service an information return setting forth the required information relating to the Issue. The information reported on that information return will be true, correct and complete to the best of the knowledge and belief of the Issuer and Borrower, as applicable. The Borrower shall prepare and cause to be submitted true and complete amendments of, or

supplements to, that information return if, in the Opinion of Bond Counsel, such amendments or supplements are deemed to be necessary or advisable.

(P) No Change in Use. No changes will be made in the Bond-Financed Facilities or in the use thereof that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Issue or would cause the interest on the Issue, or any portion thereof, to constitute an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(Q) Maturity. Exhibit E to this Tax Agreement sets forth the assets comprising the Bond-Financed Facilities, which are the only assets being financed or refinanced with the Issue, and the Borrower's computation of 120% of the weighted average of the reasonably expected economic lives of the assets comprising the Bond-Financed Facilities (at least 47.3180 years). The reasonably expected economic lives of the assets are based on the estimated useful lives of depreciable hospital assets, as set forth by the American Hospital Association, and, in the case of buildings, Revenue Procedure 62-21, and in all cases constitute the reasonable expectations of the Borrower based upon the particular assets, the circumstances of use and other factors that may impact the useful lives of the assets. The weighted average maturity of the Issue (16.0272 years) does not exceed 120% of the weighted average of the reasonably expected economic lives of the assets comprising the Bond-Financed Facilities. The Borrower covenants that it will not deviate from the expenditure of Proceeds on Bond-Financed Facilities as set forth in Exhibit E unless such deviation does not cause the weighted average maturity of the Issue to exceed 120% of the weighted average of the reasonably expected economic lives of the assets that ultimately comprise the Bond-Financed Facilities.

(R) Not Hedge Bonds. The Issuer and the Borrower each represents that at least 85% of the Spendable Proceeds of the Issue (other than such Spendable Proceeds to be used to pay Debt Service on another issue) will be used to carry out the governmental purposes thereof within three years from the Issuance Date. The Issuer and the Borrower each represents that not more than 50%, if any, of the Proceeds of the Issue (other than such Proceeds to be used to pay Debt Service on another issue) will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more, including but not limited to any investment contract or fixed-yield investment having a maturity of four years or more. The reasonable expectations stated above were not and are not based on and do not take into account (1) any expectations or assumptions as to the occurrence of changes in market interest rates or changes of federal tax law or regulations or rulings thereunder or (2) any prepayments of items other than items that are customarily prepaid.

(S) Applicable Elected Representative Approval. In accordance with the requirements of Section 147(f), the Issue was approved on September 18, 2017, by an "applicable elected representative" of the Issuer after a public hearing held on September 4, 2017, following reasonable public notice thereof. The Issuer has geographic jurisdiction throughout Essex County, New York, which is the geographic jurisdiction in which the Project is located. The Borrower covenants that no change will be made to the Issue or the Project as approved by the applicable elected representative of the Issuer, other than the insubstantial deviations permitted by Regulations §5f.103-2(f)(2).

(T) Filing Requirements. The Borrower hereby covenants to file at the time and in the manner required by the Internal Revenue Service complete and accurate Forms 990 and 990-T, including Schedule K to Form 990, or any successor or additional forms as required by the Internal Revenue Service. Such forms shall accurately report all required information regarding the Issue, including information as to Private Business Use of the Bond-Financed Facilities and arbitrage restrictions.

(U) Written Procedures to Monitor the Use of Proceeds and to Remediate Non-Qualified Bonds. The Issuer, to the extent within its control, and the Borrower will monitor the expenditure of Gross Proceeds and the use of Bond-Financed Facilities and will undertake, if necessary, any available measures under Regulations §1.141-12 in order to comply after the Issuance Date with the applicable covenants contained in 3.2. The Issuer has established written procedures to ensure such compliance and, if necessary, the remediation of all “nonqualified bonds” (as defined in Regulations §1.141-12) in accordance with Regulations §1.141-12. The Borrower also has established written procedures, attached as Exhibit B, to ensure such compliance and, if necessary, the remediation of all “nonqualified bonds” (as defined in the Remedial Action Instructions) in accordance with Regulations §1.141-12.

See also 3.2(E)(2) for additional annual obligations.

ARTICLE IV
ARBITRAGE AND OTHER CERTIFICATIONS

4.1 General. The Issuer and the Borrower, by their respective officers signing this Tax Agreement, certify, represent, and covenant as set forth in this Article IV with respect to the Issue. All statements in this Article IV are of facts or, as to events to occur in the future, reasonable expectations as of the date of this Tax Agreement, which is the Issuance Date. In making the certifications, representations and covenants in this Article IV, the Issuer relies in part on the representations of the Borrower set forth in this Article IV relating to the Issue. To the best of the knowledge, information and belief of the undersigned, all expectations stated in this Article IV are the expectations of the Issuer and the Borrower, respectively, and are reasonable, all facts stated are true, and there are no other existing facts, estimates or circumstances that would or could materially change the factual statements made in this Article IV. The certifications and representations made in this Article IV are intended to be relied upon as certifications described in Regulations §1.148-2(b). The Issuer and the Borrower acknowledge that any change in the facts or expectations from those set forth in this Article IV may result in different requirements or a change in status of the Issue or interest thereon under the Code, and that Bond Counsel is to be contacted if such changes are to occur or have occurred.

4.2 Governmental Unit. The Issuer is a Governmental Unit.

4.3 Dates. The Sale Date of the Issue is October 5, 2017, and the Issuance Date of the Issue is October 5, 2017. The final maturity date of the Issue is October 1, 2044.

4.4 Purpose of Issue. The Issue is being issued to provide funds (A) to pay costs of the Project and (B) to pay Issuance Costs.

4.5 Issue Price. As set forth in the Underwriter’s Certificate, the Issue Price is \$9,500,000.00, computed as follows:

Par amount of Issue	\$ 9,500,000.00
Net Original Issue Premium or (Discount)	0.00
Pre-Issuance Accrued Interest	0.00
Issue Price	\$ <u>9,500,000.00</u>

4.55 Sale Proceeds, Net Proceeds and Net Sale Proceeds. The Sale Proceeds, Net Proceeds and Net Sale Proceeds are as follows:

Issue Price	\$ 9,500,000.00
-------------	-----------------

Less: Pre-Issuance Accrued Interest	(0.00)
Sale Proceeds	\$ 9,500,000.00
Less: Deposit to Reserve Fund	(0.00)
Net Proceeds	\$ 9,500,000.00
Less: Minor Portion	(100,000.00)
Net Sale Proceeds	\$ <u>9,400,000.00</u>

4.6 Disposition of Sale Proceeds. The Sale Proceeds will be used as follows:

To pay costs of the Project	\$ 9,238,750.00
To pay the Issuer Fee	71,250.00
To pay Issuance Costs	<u>190,000.00</u>
Total Sale Proceeds	\$ <u>9,500,000.00</u>

4.7 Higher Yielding Investments. Gross Proceeds will not be invested in Higher Yielding Investments except for (A) those Gross Proceeds identified in 4.9, 4.10 and 4.11, but only during the applicable Temporary Periods there described for those Gross Proceeds, and (B) the Minor Portion.

4.8 Single Issue. All of the obligations of the Issue were sold on the Sale Date pursuant to the same plan of financing and are expected to be paid from substantially the same source of funds. Whether obligations are expected to be paid from substantially the same source of funds is determined without regard to guarantees from a person who is not a Related Party to the Issuer. Accordingly, all of the obligations of the Issue constitute a single "issue" for federal income tax purposes. No obligations, other than those comprising the Issue, have been or will be sold less than 15 days before or after the Sale Date that are expected to be paid from substantially the same source of funds as the Issue. Accordingly, no obligations other than those comprising the Issue are a part of a single issue with the Issue.

4.9 Use of Net Sale Proceeds; Temporary Periods.

(A) Pre-Issuance Accrued Interest. No amount will be received as Pre-Issuance Accrued Interest.

(B) Issuance Costs. Sale Proceeds in the amount of \$190,000 will be used to pay Issuance Costs within 13 months from the Issuance Date, such period being the Temporary Period for that amount.

(C) Payment of Costs of the Project.

(1) Net Sale Proceeds in the amount of \$9,238,750 will be used to pay the costs of the Project within three years from the Issuance Date of the Issue, such three-year period being the Temporary Period for such Net Sale Proceeds because the following three tests are reasonably expected to be satisfied:

(a) at least 85% of the Net Sale Proceeds will be allocated to expenditures on the Project by the end of the Temporary Period for such Net Sale Proceeds;

(b) within six months of the Issuance Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the Net Sale Proceeds on the Project; and

(c) completion of the Project and the allocation of the Net Sale Proceeds to expenditures with respect to the Project will proceed with due diligence.

Any Net Sale Proceeds that remain unspent on the third anniversary of the Issuance Date, which is the expiration date of the Temporary Period for such Proceeds, shall not be invested in Higher Yielding Investments with respect to the Issue after that date except as part of the Minor Portion. In complying with the foregoing sentence, “yield reduction payments” (within the meaning of Regulations §1.148-5(c)) paid to the United States may be taken into account.

(2) Except for Capital Expenditures that constitute Preliminary Expenditures, the following requirements will be met with respect to any Reimbursement Allocation (A) none of the Capital Expenditures were paid more than 60 days prior to May 4, 2016, the date on which the Borrower adopted a declaration of official intent that satisfies Regulations §1.150-2(e) (copy attached as Exhibit G), and (B) the Reimbursement Allocation will be made not more than (i) 18 months after the later of the date such Capital Expenditures were paid or the date on which the property resulting from such Capital Expenditures and comprising part of the Project was Placed in Service and (ii) three years from the date the Capital Expenditures were paid.

4.10 Use of Investment Proceeds; Temporary Periods. Any Investment Proceeds will be used to pay costs of the Project, and such Investment Proceeds may be invested in Higher Yielding Investments during the Temporary Period identified in 4.9(C)(1) or, if longer, one year from the date of receipt, such period being the Temporary Period for such Proceeds.

4.11 Bond Fund. Amounts deposited from time to time in the Bond Fund, which is a Bona Fide Debt Service Fund, will be used to pay Debt Service on the Issue within 13 months after the amounts are so deposited, such period being the Temporary Period for such amounts.

4.12

(A) **No Other Replacement Fund or Assured Available Funds.** No sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay Debt Service has been established or is expected to be established other than the Bond Fund. Except for Proceeds of an issue, if any, that is issued to refund the Issue, no other money or Investment Property is or will be pledged as collateral or used for the payment of Debt Service (or for the reimbursement of any others who may provide money to pay that Debt Service), or is or will be restricted, dedicated, encumbered or set aside in any way as to afford the holders of the Issue reasonable assurance of the availability of such money or Investment Property to pay Debt Service on the Issue. No Proceeds are or will be used to, directly or indirectly, replace funds (including but not limited to donations, grants or other amounts) of the Issuer or of the Borrower or any Related Party that (1) are or will be used directly or indirectly to acquire Higher Yielding Investments and (2) have been restricted in use to the payment of all or a portion of the cost of the Project.

(B) **Replacement Proceeds and Negative Pledge.** The Obligated Group (as defined in the Trust Agreement) has covenanted in Section 5.16 of the Continuing Covenant

Agreement dated as of October 1, 2017 between the Borrower and Compass Mortgage Corporation (the "Continuing Covenants Agreement") to maintain Days Cash on Hand (as defined in the Continuing Covenants Agreement) of at least 50 (the "Liquidity Covenant"). Amounts held by the Obligated Group pursuant to the Liquidity Covenant do not constitute Replacement Proceeds because: (i) the amount of unrestricted cash and investments required to be held pursuant to the Liquidity Covenant does not exceed reasonable needs for which it is maintained and the amounts so held by the Borrower as of the end of the Borrower's three (3) most recent completed fiscal years, which is before this requirement became effective, exceed the amounts that would have been required to be held under the Liquidity Covenant had it been in effect, (ii) satisfaction of the required Liquidity Covenant is tested no more frequently than every 6 months, and (iii) the amount held under the Liquidity Covenant may be spent without any substantial restriction other than a requirement to replenish the amount by the next testing date.

4.13 No Overissuance. The Proceeds of the Issue are not reasonably expected to exceed the amount needed for the governmental purposes of the Issue.

4.14 Other Uses of Proceeds Negated. Except as stated otherwise in this Article IV, none of the Proceeds of the Issue will be used:

(A) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Issuer or any other Governmental Unit,

(B) to replace any Proceeds of another issue that were not expended on the project for which such other issue was issued,

(C) to replace any money that was or will be used directly or indirectly to acquire Higher Yielding Investments,

(D) to make a loan to any person or other Governmental Unit,

(E) to pay any Working Capital Expenditure other than expenditures identified in Regulations §1.148-6(d)(3)(ii)(A) and (B) (*i.e.*, Issuance Costs, Qualified Administrative Costs, reasonable charges for a Qualified Guarantee or for a Qualified Hedge, interest on the Issue for a period commencing on the Issuance Date and ending on the date that is the later of three years from such Issuance Date or one year after the date on which the Project will be Placed in Service, payments of the Rebate Amount, and costs, other than those already described, that do not exceed 5% of the Sale Proceeds and that are directly related to Capital Expenditures financed or deemed financed by the Issue, principal or interest on an issue paid from unexpected excess Sale Proceeds or Investment Proceeds, principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund, and expenditures for extraordinary, nonrecurring items that are not customarily payable from current revenues, such as casualty losses or extraordinary legal judgments in amounts in excess of reasonable insurance coverage), or

(F) to reimburse any expenditures made prior to the Issuance Date except those that qualify as a valid allocation of Proceeds to expenditures pursuant to a Reimbursement Allocation that satisfies the requirements of Regulations §1.150-2.

No portion of the Issue is being issued solely for the purpose of investing Proceeds in Higher Yielding Investments.

4.15 Disposition of Bond-Financed Facilities; Purchase of Issue. There is no intention to sell or otherwise dispose of the Bond-Financed Facilities or any portion thereof

during the term of the Issue except for dispositions of property in the normal course at the end of such property's useful life to the Borrower. Neither the Issuer nor the Borrower intends to purchase, directly or indirectly, any portion of the Issue in a transaction or series of transactions that would reduce the Yield.

4.16 Minor Portion. The Minor Portion with respect to the Issue is \$100,000.00. Such Minor Portion may be invested in Higher Yielding Investments with respect to the Issue.

4.17 No Other Replacement Proceeds. That portion of the Issue that is to be used to finance Capital Expenditures has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of such Capital Expenditures.

4.18 Obligation Regarding Rebate. The Trustee shall furnish information to, and the Borrower shall engage (at the expense of the Borrower), a nationally recognized independent certified public accounting firm, law firm or other firm with experience in preparing rebate reports to calculate, within 30 days after the end of the fifth Bond Year and every fifth Bond Year thereafter and within 30 days after the retirement of all outstanding bonds of the Issue, the Rebate Amount, if any, as of the end of that Bond Year or the date of such retirement. The Borrower shall immediately notify the Trustee of the Rebate Amount and shall deliver copies of the calculation thereof to the Trustee. The Trustee shall notify the Borrower in writing of the amount, if any, then on deposit in the Rebate Fund (including the value of any Eligible Investments held for the credit of the Rebate Fund based on a valuation made by the Trustee as of the end of such Bond Year). If the amount then on deposit in the Rebate Fund is in excess of the Rebate Amount, the Trustee shall forthwith pay that excess amount to the Borrower in accordance with the Borrower's written instructions. If the amount then on deposit in the Rebate Fund is less than the Rebate Amount, the Borrower shall, within five days after receipt of the aforesaid notice from the Trustee, pay to the Trustee for deposit in the Rebate Fund an amount sufficient to cause such account to contain an amount in the Rebate Fund to equal the Rebate Amount.

Within 60 days after each Computation Date (other than the final Computation Date), the Trustee, acting on behalf of the Issuer, as directed by the Borrower, shall pay to the United States, in accordance with Section 148(f), from the money then on deposit in the Rebate Fund, an amount equal to 90% (or such greater percentage not in excess of 100% as the Borrower directs the Trustee to pay) of the Rebate Amount as of such Computation Date. Within 60 days after the final Computation Date, the Trustee, as directed by the Borrower, shall pay to the United States, in accordance with Section 148(f), from the money then on deposit in the Rebate Fund, an amount equal to 100% of the Rebate Amount as of such final Computation Date and any money remaining in the Rebate Fund following such payment shall be paid to the Borrower.

The Trustee shall keep copies of the calculations made pursuant to this Section and provided to the Trustee. The Trustee shall be entitled to rely on the calculations made pursuant to this Section and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

Notwithstanding anything herein to the contrary, the Borrower may cause the amount to be rebated to the United States, in accordance with Section 148(f), to be calculated under a different method or at different times and may make such rebate payments at different times, provided that the Borrower and the Trustee shall have received a written Opinion of Bond Counsel that using such method or timing of those calculations and making payments at such times will not adversely affect the exclusion of interest on the Issue from gross income for federal income tax purposes or cause the interest on the Issue to become subject to the alternative

minimum tax. The Borrower shall promptly notify the Issuer and the Trustee in writing of its use of such other method of calculation or making payment at such other time.

The Borrower agrees to pay all of the reasonable fees and expenses of its counsel, Bond Counsel, a certified public accountant and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with any of the requirements imposed by the Loan Agreement, the Trust Agreement and this Tax Agreement. The Borrower shall provide or cause to be provided all information (including information regarding any Nonpurpose Investments not held in any fund under the Trust Agreement) to the Trustee or the appropriate consultant, necessary to enable the Trustee to perform the duties imposed on the Trustee by the Trust Agreement with respect to any amounts payable by the Borrower to the Rebate Fund and investment of amounts held under the Trust Agreement.

4.19 No Avoidance of Rebate Amount. No amounts that are required to be paid to the United States will be used to make any payment to a party other than the United States through a transaction or a series of transactions that reduces the amount earned on any Investment Property or that results in a smaller profit or a larger loss on any Investment Property than would have resulted in an arm's-length transaction in which the Yield on the Issue was not relevant to either party to the transaction.

4.20 Rebate Exceptions. Notwithstanding the foregoing, the computations and payments of amounts to the United States referred to in 4.18 need not be made to the extent that the Issuer will not thereby fail to comply with any requirements of either Section 148(f) or the Rebate Instructions based on an Opinion of Bond Counsel, as described below in 5.1.

4.21 Qualified Guarantee. [Reserved.]

4.22 [Reserved.]

4.23 Yield to Issuer on Loan Agreement. Aside from the Issuer's fee with respect to the Issue in the amount of \$71,250, the aggregate of the payments, money and other revenues to be paid by the Borrower to the Issuer pursuant to the Loan Agreement will be in the same amounts as Debt Service on the Issue and will be held, together with any earnings thereon, by the Trustee in the Bond Fund for the account of the Issuer until applied toward payment of Debt Service on the Issue. The Yield to the Issuer on the Loan Agreement will not exceed the Yield on the Issue by more than one and one-half percentage points (1.5%). The Loan Agreement is a "purpose investment" (within the meaning of Regulations §1.148-1(b)) that qualifies as a "program investment" (within the meaning of Regulations §1.148-1(b)) based on the following:

(1) the Loan Agreement is part of a program that involves the origination or acquisition of purpose investments;

(2) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) Organizations, persons who provide housing and related facilities, or any combination of the foregoing;

(3) at least 95% of all of the amounts received by the Issuer from purpose investments under the program will be used for one or more of the following purposes: (a) to pay the principal, interest or redemption prices on issues that financed the program; (b) to pay or reimburse administrative costs of those issues or of the program; (c) to pay or reimburse anticipated future losses

directly related to the program; (d) to finance additional purpose investments for the same general purposes of the program; (e) to redeem and retire Issuer obligations at the next earliest possible date of redemption;

(4) the Borrower covenants that neither it nor any Related Party will purchase bonds of the Issue in an amount related to the amount of the Loan Agreement; and

(5) the Issuer has not and will not waive the right to treat the Loan Agreement as a program investment.

4.24 Hedge Contracts. Neither the Issuer nor the Borrower has entered into, nor does either reasonably expect to enter into, any Hedge with respect to the Issue, or any portion thereof. The Issuer and the Borrower acknowledge that entering into a Hedge with respect to the Issue, or any portion thereof, may change the Yield and that Bond Counsel should be contacted prior to entering into any Hedge with respect to the Issue in order to determine whether payments/receipts pursuant to the Hedge are to be taken into account in computing the Yield.

4.25 Recordkeeping. The Borrower will maintain records to support the representations, certifications and expectations set forth in this Agreement until the date three (3) years after the last bond of the Issue has been retired, and if any portion of the Issue is refunded by a Refunding Issue, the Borrower will maintain all records listed hereunder until the later of the date three (3) years after the last bond of the Issue has been retired or the date three (3) years after the last bond of the Refunding Issue has been retired. The records to be retained include, but are not limited to:

(A) Basic records and documents relating to the Issue (including this Agreement and all Opinions of Bond Counsel relating to the Issue).

(B) Documentation evidencing the timing and allocation of expenditures of Proceeds of the Issue and of all issues refunded directly or indirectly by the Issue.

(C) Documentation evidencing the use of the Project by all persons, including Private Persons (*e.g.*, copies of any management contracts, leases, etc.).

(D) Documentation evidencing all sources of payment or security for the Issue.

(E) Documentation pertaining to all investments of Proceeds (including the purchase and sale of securities, subscriptions for U.S. Treasury Securities – State and Local Government Series, actual investment income received from the investment of Proceeds, guaranteed investment contracts, and rebate calculations).

(F) Records of all amounts paid to the United States pursuant to 4.18.

(G) Any elections or revocations of elections under the Code relating to the Issue.

4.26 Written Procedures to Monitor the Requirements of Section 148. The Issuer and the Borrower acknowledge and agree that the procedures set forth in this Article IV and that the Issuer has established and that the Borrower has established (see Exhibit B) constitute their written procedures to monitor compliance with the requirements of Section 148.

ARTICLE V
MISCELLANEOUS

5.1 Bond Counsel's Opinion. Notwithstanding any provision of this Tax Agreement, if the Borrower provides to the Issuer a Bond Counsel's Opinion to the effect that any action required under this Tax Agreement is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Issue pursuant to Section 103(a) or to prevent the interest on the Issue, or any portion thereof, from being an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations, the Issuer, the Borrower and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder will be deemed to be modified to that extent.

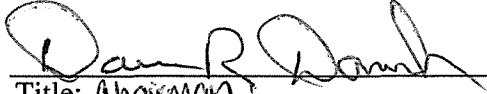
5.2 Tax Covenants Survive Termination of the Loan Agreement. All covenants and obligations of the Issuer and the Borrower contained in this Tax Agreement will remain in effect and be binding upon the Issuer and the Borrower, respectively, as long as any portion of the Issue remains outstanding, notwithstanding any earlier termination of the Loan Agreement or any provision for payment of principal of and premium, if any, and interest on the Issue.

5.3 Issuer Reliance on Other Parties. Except as specifically set forth herein, the Issuer, in making the certifications and representations herein, relies exclusively on the certifications and representations of the Borrower and the Underwriter. The expectations of the Issuer concerning certain uses of the Proceeds, the use and operation of the Bond-Financed Facilities and other matters are based in whole or in part upon representations and certifications of other parties set forth in this Tax Agreement and the Exhibits hereto. The Issuer is not aware of any facts or circumstances that would cause the Issuer to question the accuracy or reasonableness of any representation or certification made in this Tax Agreement.

(The remaining portion of this page intentionally left blank.)

IN WITNESS WHEREOF, the Issuer, the Borrower and the Trustee have caused this Tax Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

**ESSEX COUNTY CAPITAL
RESOURCE CORPORATION**

By: 
Title: Chairman

ADIRONDACK MEDICAL CENTER

By: _____
Title: _____

**U.S. BANK NATIONAL
ASSOCIATION, as trustee**

By: _____
Title: _____

IN WITNESS WHEREOF, the Issuer, the Borrower and the Trustee have caused this Tax Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

**ESSEX COUNTY CAPITAL
RESOURCE CORPORATION**

By: _____
Title:

ADIRONDACK MEDICAL CENTER

By: *Sylvia Gutman*
Title:

**U.S. BANK NATIONAL
ASSOCIATION, as trustee**

By: _____
Title:

IN WITNESS WHEREOF, the Issuer, the Borrower and the Trustee have caused this Tax Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

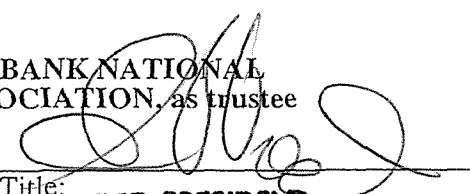
**ESSEX COUNTY CAPITAL
RESOURCE CORPORATION**

By: _____
Title:

ADIRONDACK MEDICAL CENTER

By: _____
Title:

**U.S. BANK NATIONAL
ASSOCIATION, as trustee**

By:  _____
Title: **VICE PRESIDENT**

LIST OF EXHIBITS

- Exhibit A – Definitions to Tax Certificate and Agreement
- Exhibit B – Post-Issuance Compliance Procedures
- Exhibit C – [Reserved.]
- Exhibit D – Rebate Instructions
- Exhibit E – Useful Life Chart
- Exhibit F – Purchaser’s Certificate
- Exhibit F-1 – Placement Agent’s Certificate
- Exhibit G – Declaration of Official Intent to Reimburse Pre-Issuance Expenditures

EXHIBIT A
to Tax Certificate and Agreement

DEFINITIONS

The following terms, as used in this Exhibit A, the Tax Agreement to which it is attached and in the other Exhibits to the Tax Agreement, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in this Exhibit A have the meanings ascribed to them in the Tax Agreement to which this Exhibit A is attached. The word “issue,” in lower case, refers either to the Issue or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word “obligation” or “obligations,” in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a “bond” within the meaning of Section 150(a)(1). All terms used in this Exhibit A, the Tax Agreement to which it is attached and the other Exhibits to the Tax Agreement, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141 to 150 and the applicable Regulations thereunder except as otherwise specified. All terms relating to a particular issue, such as Sale Proceeds and Refunding Portion, relate to that issue, unless indicated otherwise. All references to a Section, unless otherwise noted, refer to the Code. All capitalized terms used in this Exhibit A, the Tax Agreement to which it is attached and the other Exhibits to the Tax Agreement include either the singular or the plural.

“Advance Refunding Issue” means any Refunding Issue that is not a Current Refunding Issue.

“Advance Refunding Portion” means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as an Advance Refunding Issue if it had been issued as a separate issue.

“Available Construction Proceeds” means an amount equal to (a) the sum of (i) the Issue Price of an issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocable to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocable to the underwriter’s discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocable to the issue. “Available Construction Proceeds” does not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocable to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the project financed by the issue is substantially completed, provided, however, that such Investment Proceeds or earnings shall be excluded from “Available Construction Proceeds” if the Issuer has timely elected such exclusion. If an issue is a Multipurpose Issue that includes a New Money Portion that is a Construction Issue, this definition shall be applied by substituting “New Money Portion” for “issue” each place the latter term appears. If an issue or the New Money Portion of a Multipurpose Issue, as applicable, is not a Construction Issue, and the Issuer makes the bifurcation election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting “Construction Portion” for “issue” each place the latter term appears.

“Available Project Proceeds” means “available project proceeds” as defined in Section 54A(e)(4), being the sum of (A) the excess of (i) Sale Proceeds over (ii) Issuance Costs paid with Sale Proceeds (to the extent that such Issuance Costs do not exceed 2% of Sale

Proceeds) plus (B) Proceeds actually or constructively received from any investment of such excess.

“Bifurcated Issue” means a New Money Issue or the New Money Portion of a Multipurpose Issue that the Issuer, pursuant to Section 148(f)(4)(C)(v) and Regulations §1.148-7(j), has elected in its Tax Agreement to bifurcate into a Construction Portion, which finances 100% of the Construction Expenditures, and a Nonconstruction Portion.

“Bona Fide Debt Service Fund” means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more issues, the portion of that fund properly allocable to an issue), or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

“Bond Counsel’s Opinion” or **“Opinion of Bond Counsel”** means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Issue when issued, or its successors or other nationally recognized bond counsel appointed by the Issuer.

“Bond Year” means the annual period relevant to the application of Section 148(f) to an issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of an issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

“Capital Expenditures” means costs of a type that are properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles, including capitalized interest computed taking into account the Placed in Service date.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Commingled Fund” means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of \$25,000 that are not Gross Proceeds of the issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

“Commingled Investment Proceeds” means Investment Proceeds of an issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within six months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

“Computation Date” means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the

first Computation Date shall not be later than five years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than five years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of a Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

“Computational Base” means the amount of Gross Proceeds the Issuer or Conduit Borrower reasonably expects, as of the date a Guaranteed Investment Contract is required, to be deposited in that Guaranteed Investment Contract over its term.

“Conduit Borrower” means the obligor on a purpose investment.

“Conduit Financing Issue” means an issue the Proceeds of which are reasonably expected to be used to finance one or more Conduit Loans.

“Conduit Loan” means a purpose investment acquired by the Issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

“Construction Expenditures” means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

“Construction Issue” means an issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization. If an issue is a Multipurpose Issue that includes a New Money Portion, this definition shall be applied by substituting “New Money Portion” for “Construction Issue” each place the latter term appears. If an election under Section 148(f)(4)(C)(v) and Regulations §1.148-7(j) is made to bifurcate an issue or the New Money Portion of a Multipurpose Issue, this definition shall be applied by substituting “Construction Portion” for “Construction Issue” each place the latter term appears.

“Construction Portion” means that portion of an issue or the New Money Portion of a Multipurpose Issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization and that finances 100% of the Construction Expenditures.

“Controlled Group” means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

“Current Refunding Issue” means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Refunded Bonds.

“Current Refunding Portion” means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it had been issued as a separate issue.

“Debt Service” means principal of and interest and any redemption premium on an issue.

“Excess Gross Proceeds” means all Gross Proceeds of an Advance Refunding Issue that exceed an amount equal to 1% of the Sale Proceeds of such Advance Refunding Issue, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Refunded Bonds; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue and interest on the Advance Refunding Issue that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the Advance Refunding Issue or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue; (e) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Advance Refunding Issue, or investments of the Advance Refunding Issue; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue (treating for this purpose all unspent Proceeds of the Prior Issue properly allocable to the Refunded Bonds as of the Issuance Date of the Advance Refunding Issue as Transferred Proceeds); (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue or the Prior Issue. If an Issue is a Multipurpose Issue that includes an Advance Refunding Portion, this definition shall be applied by substituting “Advance Refunding Portion” for “Advance Refunding Issue” each place the latter term appears.

“Federally Guaranteed” means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of the issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b), or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during an initial Temporary Period until such Proceeds are needed to pay costs of the project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

“501(c)(3) Organization” means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

“Fixed Yield Issue” means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

“Future Value” means the value of a Payment or Receipt at the end of a period determined using the economic accrual method as the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Yield on the applicable issue, using the same compounding interval and financial conventions that were used to compute that Yield.

“Governmental Unit” means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a “State or local governmental unit” in Regulations §1.103-1(a). “Governmental Unit” does not include the United States or any agency or instrumentality of the United States.

“Gross Proceeds” means Proceeds and Replacement Proceeds of an issue.

“Guaranteed Investment Contract” means any Nonpurpose Investment that has specifically negotiated withdrawal or retirement provisions and a specifically negotiated interest

rate and any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“Hedge” means a contract entered into by the Issuer or the Conduit Borrower primarily to modify the Issuer’s or the Conduit Borrower’s risk of interest rate changes with respect to an obligation (*e.g.*, an interest rate swap, an interest rate cap, a futures contract, a forward contract or an option).

“Higher Yielding Investments” means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes is more than one eighth of one percentage point (.00125) higher than the Yield on the issue.

“Investment Proceeds” means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

“Investment Property” means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a Tax-Exempt Obligation that is a “specified private activity bond” as defined in Section 57(a)(5)(C), but does not include other Tax-Exempt Obligations.

“Issuance Costs” means costs to the extent incurred in connection with, and allocable to, the issuance of an issue, and includes underwriter’s compensation withheld from the Issue Price, counsel fees, financial advisory fees, rating agency fees, trustee fees, paying agent fees, bond registrar, certification and authentication fees, accounting fees, printing costs for bonds and offering documents, public approval process costs, engineering and feasibility study costs, guarantee fees other than for a Qualified Guarantee and similar costs, but does not include fees charged by the Issuer.

“Issuance Date” means the date of physical delivery of an issue by the Issuer in exchange for the purchase price of the issue.

“Issue Price” has the meaning set forth in the Tax Agreement.

“Measurement Period” means, for any property financed or refinanced by the Issue, the period that (i) begins on the later of (a) the date such property is Placed in Service or (b) the Issuance Date of the Issue or the Issuance Date of an Original Issue or Prior Issue, as required or elected under Regulations § 1.141-13, and that (ii) ends on the earlier of (a) the last date of the reasonably expected economic life of such property or (b) the latest maturity date of any bond of the Issue (determined without regard to any optional redemption dates).

“Minor Portion” means an amount equal to the lesser of \$100,000 or 5% of the Sale Proceeds of an issue.

“Multipurpose Issue” means an issue the bonds of which are allocable to two or more separate governmental purposes within the meaning of Regulations § 1.148-9(h).

“Net Proceeds” means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue.

“Net Sale Proceeds” means the Sale Proceeds of an issue less (a) the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue and (b) the portion invested as a part of a Minor Portion for the issue.

“New Money Issue” means an issue that is not a Refunding Issue.

“New Money Portion” means that portion of a Multipurpose Issue other than the Refunding Portion.

“Nonconstruction Portion” means that portion of a New Money Issue or of the New Money Portion other than the Construction Portion.

“Nonpurpose Investments” means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of an issue. “Nonpurpose Investments” does not include any investment that is not regarded as “investment property” or a “nonpurpose investment” for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a “nonpurpose investment” within the applicable meaning of Section 148.

“Payment” means payments actually or constructively made to acquire Nonpurpose Investments, as specified in Regulations §1.148-3(d)(1)(i) through (v).

“Placed in Service” means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

“Pre-Issuance Accrued Interest” means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

“Preliminary Expenditures” means any Capital Expenditures that are “preliminary expenditures” within the meaning of Regulations §1.150-2(f)(2), *i.e.*, architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The aggregate amount of Preliminary Expenditures may not exceed 20% of the aggregate Issue Price of the issue or issues that financed or are reasonably expected to finance the project for which such Preliminary Expenditures are or were incurred.

“Prior Issue” means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of a Refunding Issue. The Prior Issue may be a Refunding Issue.

“Private Activity Bond” means (a) obligations of an issue more than 10% of the Proceeds of which, directly or indirectly, are or are to be used for a Private Business Use and more than 10% of the Debt Service on which, directly or indirectly, is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue, the Proceeds of which are or are to be used to make or finance loans to any Private Person that, in the aggregate, exceed the lesser of 5% of such Proceeds or \$5,000,000. In the event of Unrelated or Disproportionate Use, the tests in (a) shall be applied by substituting 5% for 10% each place the latter term is used.

“Private Business Use” means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

“Private Person” means any natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Unit. “Private Person” includes the United States and any agency or instrumentality of the United States.

“Private Security or Payments” means (i) any interest in property used or to be used for a Private Business Use, or in payments in respect of such property, that directly or indirectly secures any payment of principal of, or interest on, an issue, or (ii) payments (whether or not to the Issuer or the Conduit Borrower) in respect of property, or borrowed money, used or to be used for a Private Business Use from which payments of principal of, or interest on, an issue are directly or indirectly derived, all as determined and measured in accordance with Regulations §1.141-4.

“Proceeds” means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of an issue. “Proceeds” does not include Replacement Proceeds.

“Qualified Administrative Costs” means the reasonable, direct administrative costs, other than carrying costs, of purchasing or selling Nonpurpose Investments such as separately stated brokerage or selling commissions. Qualified Administrative Costs do not include legal and accounting fees, recordkeeping, custody and similar costs, general overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount. In general, Qualified Administrative Costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

“Qualified 501(c)(3) Bonds” means an issue of obligations that satisfies the requirements of Section 145(a).

“Qualified Guarantee” means any guarantee of an obligation that constitutes a “qualified guarantee” within the meaning of Regulations §1.148-4(f).

“Qualified Hedge” means a Hedge that is a “qualified hedge” within the meaning of Regulations §1.148-4(h)(2).

“Reasonable Retainage” means an amount, with respect to an issue, not to exceed 5% of the Net Sale Proceeds of the issue, that is retained for reasonable business purposes relating to the property financed with Proceeds of the issue. For example, Reasonable Retainage may include a retention to ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or in which the Issuer reasonably determines that a dispute exists regarding completion or payment.

“Rebate Amount” means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on those Nonpurpose Investments, computed in accordance with Section 148(f) and Regulations §1.148-3.

“Rebate Analyst” means an independent individual, firm or entity experienced in the computation of the Rebate Amount pursuant to Section 148(f).

“Receipt” means amounts actually or constructively received from Nonpurpose Investments as specified in Regulations §1.148-3(d)(2)(i) through (iii).

“Refunded Bonds” means obligations of a Prior Issue the Debt Service on which is or is to be paid from Proceeds of a Refunding Issue.

“Refunding Bonds” means obligations of a Refunding Issue.

“Refunding Escrow” means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to be used to pay Debt Service on Refunded Bonds of one or more issues.

“Refunding Issue” means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs of the Refunding Issue.

“Refunding Portion” means that portion of a Multipurpose Issue the Proceeds of which are, or are to be, used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs properly allocable to the Refunding Portion.

“Regulations” or **“Reg.”** means Treasury Regulations.

“Reimbursement Allocation” means an allocation of the Proceeds of an issue for the reimbursement of Capital Expenditures paid prior to the Issuance Date of such issue that: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) identifies either actual prior Capital Expenditures or the fund or account from which the prior Capital Expenditures were paid, (c) evidences the Issuer’s use of Proceeds of the issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of the issue, and (d) satisfies the following requirements: except for Preliminary Expenditures, (i) the Issuer or, in the case of Qualified 501(c)(3) Bonds, the Conduit Borrower adopted an official intent for the Capital Expenditure that satisfies Regulations §1.150-2(e) prior to, or within 60 days after, payment of the Capital Expenditure, and (ii) the reimbursement allocation of that Capital Expenditure occurs or will occur within 18 months after the later of the date the Capital Expenditure was paid or the date the project resulting from such Capital Expenditure was Placed in Service or abandoned, but in no event more than three years after the Capital Expenditure was paid.

“Related Party” means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a “related person” as defined in Section 144(a)(3).

“Replacement Proceeds” means, with respect to an issue, amounts (including any investment income, but excluding any Proceeds of any issue) replaced by Proceeds of that issue within the meaning of Section 148(a)(2). “Replacement Proceeds” includes amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for an issue.

“Sale Date” means, with respect to an issue, the first date on which there is a binding contract in writing with the Issuer for the sale and purchase of an issue (or of respective

obligations of the issue if sold by the Issuer on different dates) on specific terms that are not later modified or adjusted in any material respect.

“Sale Proceeds” means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter’s compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

“Spendable Proceeds” means the Net Sale Proceeds of an issue.

“Tax-Exempt Obligation” means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidence of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a “tax-exempt bond” for the applicable purpose of Section 148.

“Tax-Exempt Organization” means a Governmental Unit or a 501(c)(3) Organization.

“Temporary Period” means the period of time, as set forth in the Tax Agreement, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

“Transferred Proceeds” means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of the Refunded Bonds of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). “Transferred Proceeds” does not include any Replacement Proceeds.

“Unrelated or Disproportionate Use” means Private Business Use that is not related to or is disproportionate to use by a Governmental Unit within the meaning of Section 141(b)(3) and Regulations §1.141-9.

“Variable Yield Issue” means any Issue that is not a Fixed Yield Issue.

“Working Capital Expenditures” means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

“Yield” has the meaning assigned to it for purposes of Section 148, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service, all payments for a Qualified Guarantee, if any, and payments and receipts with respect to a Qualified Hedge, if any, as required by the Regulations, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), reduced by the credit, if any, allowed by Section 6431, produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of the Issue Price at the commencement of the applicable Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval of not more than one year selected by the Issuer.

“Yield Period” means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

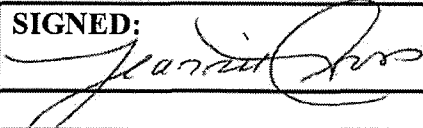
The terms “bond,” “obligation,” “reasonably required reserve or replacement fund,” “reserve or replacement fund,” “loan,” “sinking fund,” “purpose investment,” “same plan of financing,” “other replacement proceeds” and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Exhibit A)

EXHIBIT B
to Tax Certificate and Agreement
POST-ISSUANCE COMPLIANCE PROCEDURES



ADIRONDACK HEALTH

DEPARTMENT: Administration	POLICY TITLE: <i>Tax-Exempt Bond Post-Issuance Compliance</i>
PAGE 1	REPLACES POLICY DATED: N/A
EFFECTIVE DATE: 6/17	POLICY NUMBER: AD0056
APPROVED BY: Jeannie Cross, Chair, Board of Trustees	PREPARED BY: Tristan Glanville, Chief Financial Officer
SIGNED: 	DATED:

SCOPE:

All Adirondack Health affiliated subsidiaries including, but not limited to Adirondack Medical Center, Adirondack Medical Center at Lake Placid, Saranac Lake Health Center, Mountain Health Center, Tupper Lake Health Center, Lake Placid Health Center, Rehabilitation & Sports Medicine at Tupper Lake, Renal Dialysis at Tupper Lake, Wound & Hyperbaric Treatment Center and Mercy Living Center.

PURPOSE:

This post-issuance compliance policy (the "Policy") sets forth specific policies of Adirondack Medical Center d/b/a Adirondack Health (the "Organization") designed to monitor post-issuance compliance of the Organization's tax-exempt qualified bonds or other obligations (the "Obligations") with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder (the "Treasury Regulations").

The Policy is implemented to ensure staff is aware of and follows the proper course of action consistent with prevailing laws and regulations when the Organization, or any of its affiliates receives financing through tax-exempt Obligations. The Policy documents existing practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of tax-exempt Obligations in order that the interest on such bonds or obligations be, or continue to be, or would be but for certain provisions of the Code, excludable from gross income for federal income tax purposes.

The Organization recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term that the tax-exempt Obligations are outstanding and an integral component of the Organization's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring. The Organization's Chief Financial Officer is responsible for monitoring compliance and is required to report annually to the Organization's Audit and Compliance Committee.

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

POLICY:

The Organization will comply with the requirements of tax-exempt Obligation financing documents, and the laws, rules and regulations relating to such documents, including, as applicable the Code and SEC Rule 15c2-12. Post-issuance compliance provides for a continuing focus on the use of the Obligation’s financed property and the investment of the Obligation proceeds. By following such policies, better decisions will be made regarding the use of Obligation financed property and investment of Obligation proceeds.

PROCEDURE:

A. Following the Issuance of the Tax-Exempt Obligations.

1. After the issuance of the tax-exempt Obligations, the Chief Finance Officer of the Organization will appoint an appropriate staff member of the Organization to be responsible for monitoring post-issuance compliance issues (the “Responsible Person”).
2. The Chief Financial Officer shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in staff occur.
3. The Responsible Person shall develop a template for each bond obligation to monitor the post-issuance compliance, and the covenants and restrictions of the Obligation finance documents.

B. Duties of the Responsible Person.

1. General Policies and Procedures:

The Responsible Person will

- (a) Coordinate procedures for record retention and review of such records. Such review shall include the Responsible Person familiarizing himself or herself with Obligation documents, including, but not limited to, trust indentures, loan agreements, tax regulatory agreements, tax certificates and continuing disclosure agreements to which an Organization is a party, and interfacing with the person responsible for preparing IRS Form 990 Schedule K.
- (b) Review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.
- (c) Ensure that electronic media will be the preferred method for storage of all documents and other records maintained by an Organization with respect to Obligation finance documents. In maintaining such electronic storage, the Responsible Person will comply with applicable

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

Internal Revenue Service (“IRS”) requirements such as those contained in Revenue Procedure 97-22. Copy link to browser:
<https://www.irs.gov/businesses/automated-records#5>

- (d) The Responsible Person shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Treasury Regulations and the Treasury’s Tax-Exempt Bond Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.

2. Specific Issuance Policies:

The Responsible Person will:

- (a) Obtain and store a closing binder either in hard copy, CD or other electronic copy of the relevant and customary transaction documents.
- (b) Confirm that bond counsel has filed the applicable information report (e.g., 8038-G, Form 8038-CP) for such issuance with the IRS on a timely basis.
- (c) Coordinate receipt and retention of relevant books and records with respect to investment and expenditure of the proceeds of such tax-exempt Obligation issuance with other relevant Organization’s staff.

3. Arbitrage:

The Responsible Person will:

- (a) Coordinate the tracking of expenditures, including the expenditure of any investment earnings, with other relevant Organization’s staff.
- (b) Obtain computations of the yield of each Obligation issuance from the Organization’s financial advisor for such issuance or other relevant third party (e.g., the underwriter for such issuance or other outside arbitrage rebate specialist) and maintain a system for tracking investment earnings.
- (c) Maintain a procedure for the allocation of proceeds of the issuance and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures and Obligation issuance costs.
- (d) Coordinate with the Organization’s Chief Financial Officer to monitor compliance by departments with applicable “temporary period” (as

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

- defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issuance, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- (e) Ensure that investments acquired with proceeds of such issuance are purchased at fair market value. In determining whether an investment is purchased at fair market value any applicable Treasury Regulation safe harbor may be used.
 - (f) Coordinate with trustees or Organization staff, as applicable, to ensure that there are no formal or informal creation of funds or accounts reasonably expected to be used to pay debt service on such issuance without determining in advance whether such funds or accounts must be invested at a restricted yield.
 - (g) Consult with the Organization’s outside counsel and bond counsel prior to engaging in any post-issuance credit enhancement transactions.
 - (h) Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
 - (i) Monitor compliance of departments with six-month, 18-month or 2 year spending exceptions to the rebate requirement, as applicable.
 - (j) Procure timely computations of any rebate liability and, if rebate is due, file Form 8038-T and arrange for payment of such rebate liability. In addition, maintain Form 8038-R, Request for Recovery of Overpayment under Arbitrage Rate Provisions.
 - (k) Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Treasury Regulations), if applicable.
 - (l) In the case of any issuance of refunding Obligation(s), coordinate with the Organization’s financial advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities from Organization’s external source and monitor compliance with applicable yield restrictions.
 - (m) Maintain documentation for investment of Obligation proceeds related to (i) investment contracts, (ii) credit enhancement transactions, (iii) financial derivatives and (iv) bidding and financial products.

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

4. **Private Activity Concerns:**

The following polices relate to monitoring and tracking of private uses and private payments with respect to facilities and equipment financed with the proceeds of the Obligations.

The Responsible Person will:

- (a) Coordinate with staff to maintain records determining and tracking facilities (including equipment) financed with specific Obligations and in what amounts.
- (b) Coordinate with applicable staff to maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issuance and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- (c) Coordinate with applicable staff to maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- (d) Coordinate with the Chief Financial Officer to monitor the expenditure of proceeds of an issuance and investment earnings for qualifying costs.
- (e) Coordinate with the applicable staff to monitor private use of Obligation financed facilities to ensure compliance with applicable percentage limitations on such use. Such monitoring should include the following:
 - (i) Procedures to review the amount of existing private use on a periodic basis.
 - (ii) Procedures for identifying in advance any new sale, lease or license, management and other service contracts, sponsored research arrangement, or other arrangement (e.g. joint ventures) involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management and other service contracts, research arrangement or other arrangement for review by outside counsel or if necessary bond counsel.
 - (iii) Consult with outside counsel and if necessary bond counsel as to any possible private use of the financed facilities.

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

5. Record Retention:

The following policies relate to retention of records relating to the Obligations issued.

The Responsible Person will:

- (a) Coordinate with staff regarding the records to be maintained by the Organizations to establish and ensure that an issuance remains in compliance with applicable federal tax requirements for the life of such issuance.
- (b) Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- (c) Coordinate with staff to generally maintain the following:
 - (i) Basic records relating to the transaction (e.g., any non-arbitrage certificate, net revenue estimates and the bond counsel opinion);
 - (ii) Documentation evidencing expenditures of proceeds of the issuance (e.g. requisitions, draw schedules, draw requests, invoices, bills, cancelled checks, contracts entered into for construction, renovation or purchase of land, facilities or equipment);
 - (iii) Documentation regarding the types of facilities financed with the proceeds of an issuance, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - (iv) Documentation evidencing use of financed property by public and private entities (e.g., copies of management contracts and research agreements);
 - (v) Documentation evidencing all sources of payment for the cost of the issuance or security for the issuance; and
 - (vi) Documentation pertaining to any investment of proceeds of the issuance (including the purchase and sale of securities, yield calculations for each class of investments, actual investment

TITLE: <i>Tax-Exempt Bond Post- Issuance Compliance</i>	DEPARTMENT: Board of Trustees	POLICY #: BD0037
---	---	----------------------------

	<p>income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).</p> <p>(vii) Documents pertaining to depreciation schedules for financed depreciable property.</p> <p>(viii) Documents pertaining to purchase and sale of Obligation financed assets.</p> <p>(d) Coordinate the retention of all records in a manner that ensures their complete access to the IRS. While this is typically accomplished through the maintenance of hard copies, records may be kept in electronic format so long as applicable requirements, such as Revenue Procedure 97-22, are satisfied.</p> <p>(e) Keep all material records for so long as the issuance is outstanding (including any refunding), plus eleven years.</p>
<p>*Disclaimer: Other circumstances may arise that require the modification of this policy & procedure.</p>	

EXHIBIT C
to Tax Certificate and Agreement

[RESERVED.]

EXHIBIT D
to Tax Certificate and Agreement

**INSTRUCTIONS FOR COMPLIANCE WITH REBATE
REQUIREMENTS OF SECTION 148(f) OF THE CODE**

The Issuer¹ covenanted in the operative documents (*i.e.*, Ordinance/Resolution/Trust Agreement and Tax Agreement) to comply with the arbitrage rebate requirement of Section 148(f) of the Code. These Instructions provide guidance for that compliance, including the spending exceptions that free the Issue from all or part of the rebate requirements.

PART I. GENERAL

SECTION 1.01. REBATE GENERALLY.

The Rebate Amount with respect to the Issue must be paid (rebated) to the United States to prevent the bonds of the Issue from being arbitrage bonds, the interest on which is subject to federal income tax. In general, the Rebate Amount is the amount by which the actual earnings on Nonpurpose Investments purchased (or deemed to have been purchased) with Gross Proceeds of the Issue exceed the amount of earnings that would have been received if those Nonpurpose Investments had a Yield equal to the Yield on the Issue.² Stated differently, the Rebate Amount for the Issue as of any date is the excess of the Future Value, as of that date, of all Receipts on Nonpurpose Investments over the Future Value, as of that date, of all Payments on Nonpurpose Investments, computed using the Yield on the Issue as the Future Value rate.³

If the Issue is a Fixed Yield Issue, the Yield on the Issue generally is the Yield to maturity, taking into account mandatory redemptions prior to maturity. If the Issue is a Variable Yield Issue, the Yield on the Issue is computed separately for each Yield Period selected by the Issuer.

PART II. EXCEPTIONS TO REBATE

SECTION 2.01. SPENDING EXCEPTIONS.

The rebate requirements with respect to the Issue are deemed to have been satisfied if any one of three spending exceptions (the 6-Month, the 18-Month, or the 2-Year Spending Exception, collectively, the “Spending Exceptions”) is satisfied. The Spending Exceptions are each independent exceptions. The Issue need not meet the requirements of any other exception in order to use any one of the three exceptions. For example, a Construction Issue may qualify for the 6-Month Spending Exception or the 18-Month Spending Exception

¹ For purposes of these Instructions, the term “Issuer” includes the borrower in a conduit financing issue.

² Amounts earned on the Bona Fide Debt Service Fund for the Issue are not taken into account in determining the Rebate Amount: (1) for any Bond Year in which the gross earnings on such Fund for such Year are less than \$100,000; or (2) if the average annual Debt Service on the Issue does not exceed \$2,500,000.

³ The scope of these Instructions does not permit a detailed description of the computation of the Rebate Amount with respect to the Issue. If you need assistance in computing the Rebate Amount on the Issue or want Squire Patton Boggs (US) LLP to do the computations, please feel free to contact the Squire Patton Boggs (US) LLP attorney with whom you normally consult to discuss engaging the Firm to provide such assistance.

even though the Issuer makes one or more elections under the 2-Year Exception with respect to the Issue.

The following rules apply for purposes of all of the Spending Exceptions except as otherwise noted.

Refunding Issues. The only spending exception available for a Refunding Issue⁴ is the 6-Month Spending Exception.

Special Transferred Proceeds Rules. In applying the Spending Exceptions to a Refunding Issue, unspent Proceeds of the Prior Issue that become Transferred Proceeds of the Refunding Issue are ignored. If the Prior Issue satisfies one of the rebate Spending Exceptions, the Proceeds of the Prior Issue that are excepted from rebate under that exception are not subject to rebate either as Proceeds of the Prior Issue or as Transferred Proceeds of the Refunding Issue.

However, if the Prior Issue does not satisfy any of the Spending Exceptions and is not otherwise exempt from rebate, the Transferred Proceeds from the Prior Issue will be subject to rebate, even if the Refunding Issue satisfies the 6-Month Spending Exception. The Rebate Amount will be calculated on the Transferred Proceeds on the basis of the Yield of the Prior Issue up to each transfer date and on the basis of the Yield of the Refunding Issue after each transfer date.

Application of Spending Exceptions to a Multipurpose Issue. If the Issue is a Multipurpose Issue, the Refunding Portion and the New Money Portion are treated for purposes of the rebate Spending Exceptions as separate issues. Thus, the Refunding Portion is eligible to use only the 6-Month Spending Exception. The New Money Portion is eligible to use any of the three Spending Exceptions.

Expenditures for Governmental Purposes of the Issue. Each of the spending exceptions requires that expenditures of Gross Proceeds be for the governmental purposes of the Issue. These purposes include payment of interest (but not principal) on the Issue.

SECTION 2.02. 6-MONTH SPENDING EXCEPTION.

The Issue will be treated as satisfying the rebate requirements if all of the Gross Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue within the 6-month period beginning on the Issuance Date and the Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or a Bona Fide Debt Service Fund if and to the extent that such Fund is subject to rebate (see footnote 3) is timely paid to the United States. If no bond of the Issue is a Private Activity Bond (other than a Qualified 501(c)(3) Bond) or a tax or revenue anticipation bond, the 6-month period is extended for an additional six months if the unexpended Gross Proceeds of the Issue at the end of the 6-month period do not exceed 5% of the Proceeds of the Issue.

For purposes of the 6-Month Spending Exception, Gross Proceeds required to be spent within six months do not include amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue.

⁴ For purposes of these Instructions, references to “Refunding Issue” include the Refunding Portion of a Multipurpose Issue.

SECTION 2.03. 18-MONTH SPENDING EXCEPTION.

The Issue (or the New Money Portion if the Issue is a Multipurpose Issue) is treated as satisfying the rebate requirement if the conditions set forth in (A), (B) and (C) are satisfied.

(A) All of the Gross Proceeds of the Issue (excluding amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue) are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

- (1) at least 15% within six months;
- (2) at least 60% within 12 months; and
- (3) 100% within 18 months, subject to the Reasonable Retainage exception described below.

(B) The Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund for the Issue, to the extent such Fund is subject to rebate (see footnote 3), is timely paid to the United States.

(C) The Gross Proceeds of the Issue qualify for the initial 3-year Temporary Period.

If the only unspent Gross Proceeds at the end of the 18th month are Reasonable Retainage, the requirement that 100% of the Gross Proceeds be spent by the end of the 18th month is treated as met if the Reasonable Retainage, and all earnings thereon, are spent for the governmental purposes of the Issue within 30 months of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first two spending periods, the amount of Investment Proceeds that the Issuer reasonably expects as of the Issuance Date to earn on the Sale Proceeds and Investment Proceeds of the Issue during the 18-month period are included in Gross Proceeds of the Issue. The final spend-down requirement includes actual Investment Proceeds for the entire 18 months.

The 18-Month Spending Exception does not apply to the Issue (or the New Money Portion, as applicable) if any portion of the Issue (or New Money Portion) is treated as meeting the rebate requirement under the 2-Year Spending Exception discussed below. This rule prohibits use of the 18-Month Spending Exception for the Nonconstruction Portion of a Bifurcated Issue. The only Spending Exception available for the Nonconstruction Portion of a Bifurcated Issue is the 6-Month Spending Exception.

SECTION 2.04. 2-YEAR SPENDING EXCEPTION FOR CERTAIN CONSTRUCTION ISSUES.

(A) In general. A Construction Issue no bond of which is a Private Activity Bond (other than a Qualified 501(c)(3) Bond or a Bond that finances property to be owned by a Governmental Unit or a 501(c)(3) Organization) is treated as satisfying the rebate requirement if the Available Construction Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

- (1) at least 10% within six months;
- (2) at least 45% within one year;
- (3) at least 75% within 18 months; and
- (4) 100% within two years, subject to the Reasonable Retainage exception described below.

Amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund for the Issue are not treated as Gross Proceeds for purposes of the expenditure requirements. However, unless the Issuer has elected otherwise in the Tax Agreement, earnings on amounts in a reasonably required reserve or replacement fund for the Issue are treated as Available Construction Funds during the 2-year period and therefore must be allocated to expenditures for the governmental purposes of the Issue.

If the Issuer elected in the Tax Agreement to exclude from Available Construction Proceeds the Investment Proceeds or earnings on a reasonably required reserve or replacement fund for the Issue during the 2-year spend-down period, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings from the Issuance Date must be timely paid to the United States. If the election is not made, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings after the earlier of the date construction is substantially completed or two years after the Issuance Date must be timely paid to the United States. The Rebate Amount, if any, with respect to earnings on amounts in a Bona Fide Debt Service Fund must be timely paid to the extent such Fund is subject to the rebate requirements (see footnote 3).

The Issue does not fail to satisfy the spending requirement for the fourth spend-down period (*i.e.*, 100% within two years of the Issuance Date) if the only unspent Available Construction Proceeds are amounts for Reasonable Retainage if such amounts (together with all earnings on such amounts) are allocated to expenditures within three years of the Issuance Date.

For purposes of determining whether the spend down requirements have been met as of the end of each of the first three spend-down periods, Available Construction Proceeds include the amount of Investment Proceeds or earnings that the Issuer reasonably expected as of the Issuance Date to earn during the 2-year period unless the Issuer elects, on or before the Issuance Date, to apply these spend down requirements on the basis of actual facts rather than reasonable expectations. For purposes of satisfying the final spend-down requirement, Available Construction Proceeds include actual Investment Proceeds or earnings from the Issuance Date through the end of the 2-year period.

Available Construction Proceeds do not include Gross Proceeds used to pay Issuance Costs financed by the Issue, but do include earnings on such Proceeds. Thus, an expenditure of Gross Proceeds to pay Issuance Costs does not count toward meeting the spend-down requirements, but expenditures of earnings on such Gross Proceeds to pay Issuance Costs do count.

(B) 1½% penalty in lieu of rebate for Construction Issues. If the Issuer elected in the Tax Agreement for a Construction Issue, or for the Construction Portion of a Bifurcated Issue, to pay a 1½% penalty in lieu of the Rebate Amount on Available Construction Proceeds in the event that the Construction Issue fails to satisfy any of the spend-down requirements, the 1½% penalty is calculated separately for each spend-down period, including each semiannual period after the end of the fourth spend-down period until all Available Construction Proceeds have been spent. The penalty is equal to 0.015 times the underexpended Proceeds as of the end of the applicable spend-down period. The fact that no arbitrage is in fact earned during such

spend-down period is not relevant. The Rebate Amount with respect to Gross Proceeds other than Available Construction Proceeds (*e.g.*, amounts in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund, to the extent subject to rebate (see footnote 3)) must be timely paid.

PART III. COMPUTATION AND PAYMENT

SECTION 3.01. COMPUTATION AND PAYMENT OF REBATE AMOUNT.

If none of the Spending Exceptions described above is satisfied (and if the 1½% penalty election for a Construction Issue or the Construction Portion of a Bifurcated Issue has not been made), then within 30 days after each Computation Date, the Issuer shall compute, or cause to be computed, the Rebate Amount as of such Computation Date. The first Computation Date is a date selected by the Issuer, but shall be not later than five years after the Issuance Date. Each subsequent Computation Date shall end five years after the previous Computation Date except that, in a Variable Yield Issue, the Issuer may select annual Yield Periods. The final Computation Date shall be the date the last obligation of the Issue matures or is finally discharged.

Within 60 days after each Computation Date (except the final Computation Date), the Issuer shall pay to the United States not less than 90% of the Rebate Amount, if any, computed as of such Computation Date. Within 60 days after the final Computation Date, the Issuer shall pay to the United States 100% of the Rebate Amount, if any, computed as of the final Computation Date. In computing the Rebate Amount, a computation credit may be taken into account on the last day of each Bond Year to the Computation Date during which there are unspent Gross Proceeds that are subject to the rebate requirement, and on the final maturity date.

If the operative documents pertaining to the Issue establish a Rebate Fund and require the computation of the Rebate Amount at the end of each Bond Year, the Issuer shall calculate, or cause to be calculated, within 30 days after the end of each Bond Year the Rebate Amount, taking into account the computation credit for each Bond Year. Within 50 days after the end of each Bond Year, if the Rebate Amount is positive, the Issuer shall deposit in the Rebate Fund such amount as will cause the amount on deposit therein to equal the Rebate Amount, and may withdraw any amount on deposit in the Rebate Fund in excess of the Rebate Amount. Payments of the Rebate Amount to the Internal Revenue Service on a Computation Date shall be made first from amounts on deposit in the Rebate Fund and second from other amounts specified in the operative documents.

Each payment of the Rebate Amount or portion thereof shall be payable to the Internal Revenue Service and shall be made to the Internal Revenue Service Center, Ogden, UT 84201 by certified mail. Each payment shall be accompanied by Internal Revenue Service Form 8038-T and any other form or forms required to be submitted with such remittance.

SECTION 3.02. BOOKS AND RECORDS.

(A) The Issuer or Trustee, as applicable, shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the Gross Proceeds of the Issue. Such records shall specify the account or fund to which each Nonpurpose Investment (or portion thereof) held by the Issuer or Trustee is to be allocated and shall set forth as to each Nonpurpose Investment (1) its purchase price, (2) identifying information, including par amount, interest rate, and payment dates, (3) the amount received at maturity or its sales price, as the case may be, including accrued interest, (4) the amounts and dates of any payments made with respect thereto, and (5) the dates of acquisition and disposition or maturity.

(B) The Issuer, Trustee, or Rebate Analyst, as applicable, shall retain the records of all calculations and payments of the Rebate Amount until six years after the retirement of the last obligation that is a part of the Issue.

SECTION 3.03. FAIR MARKET VALUE.

(A) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(B) The fair market value of any Nonpurpose Investment shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in an arm's-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (*i.e.*, the trade date rather than the settlement date). Except as otherwise provided in this Section, a Nonpurpose Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code) is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) Obligations purchased directly from the Treasury. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(D) Safe harbor for Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract shall be treated as its fair market value on the purchase date if all the following conditions are met.

(1) The Issuer or broker makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from reasonably competitive providers (of Guaranteed Investment Contracts) that have no material financial interest in the Issue.

(2) The Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees).

(3) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

(4) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the Issuer's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in a Bona Fide Debt Service Fund and a reasonably required reserve or replacement fund.

(5) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable.

(6) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

(E) Safe harbor for certificates of deposit. The purchase price of a certificate of deposit shall be treated as its fair market value on the purchase date if both of the following requirements are met.

(1) The certificate of deposit has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal.

(2) The Yield on the certificate of deposit is not less than (a) the Yield on reasonably comparable direct obligations of the United States, or (b) the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Certificates evidencing the foregoing requirements should be obtained before purchasing any Guaranteed Investment Contract or certificate of deposit.

SECTION 3.04. CONSTRUCTIVE SALE/PURCHASE.

(A) Nonpurpose Investments that are held by the Issuer or Trustee as of any Computation Date (or Bond Year if the computations are required to be done annually) shall be treated for purposes of computing the Rebate Amount as of such date as having been sold for their fair market value as of such date. Investment Property that becomes allocated to Gross Proceeds of the Issue on a date after such Investment Property has actually been purchased shall be treated for purposes of the rebate requirements as having been purchased by the Issuer on such date of allocation at its fair market value on such date.

(B) For purposes of constructive or deemed sales or purchases of Investment Property (other than Investment Property in the Escrow Fund or that is otherwise not invested for a Temporary Period or is not part of a reasonably required reserve or replacement fund for the Issue) must be valued at its fair market value on the date of constructive or deemed sale or purchase.

(C) Except as set forth in (B), fixed-rate Investment Property that is (1) issued with not more than 2% of original issue discount or original issue premium, (2) issued with original issue premium that is attributable exclusively to reasonable underwriters' compensation or (3) acquired with not more than 2% of market discount or market premium may be treated as having a fair market value equal to its outstanding stated principal amount plus accrued interest. Fixed-rate Investment Property also may be treated as having a fair market value equal to its present value.

SECTION 3.05. ADMINISTRATIVE COSTS.

(A) Administrative costs shall not be taken into account in determining the payments for or receipts from a Nonpurpose Investment unless such administrative costs are Qualified Administrative Costs. Thus, administrative costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire Nonpurpose Investments generally do not increase the Payments for, or reduce the Receipts from, Nonpurpose Investments.

(B) Qualified Administrative Costs are taken into account in determining the Payments and Receipts on Nonpurpose Investments and thus increase the Payments for, or decrease the Receipts from, Nonpurpose Investments. In the case of a Guaranteed Investment Contract, a broker's commission or similar fee paid on behalf of either the Issuer or the provider is a Qualified Administrative Cost to the extent that (1) the amount of the fee treated as a Qualified Administrative Cost does not exceed the lesser of (a) \$39,000, or such higher amount as determined and published by the Internal Revenue Service as the "cost-of-living adjustment"

for the calendar year in which the Guaranteed Investment Contract is acquired and (b) 0.2% of the Computational Base or, if more, \$4,000, or such higher amount as determined and published by the Internal Revenue Service as the “cost-of-living adjustment” for the calendar year in which the Guaranteed Investment Contract is acquired and (2) the aggregate amount of broker’s commissions or similar fees with respect to all Guaranteed Investment Contracts and Nonpurpose Investments acquired for a yield-restricted defeasance escrow purchased with Gross Proceeds of the Issue treated as Qualified Administrative Costs does not exceed a cap of \$111,000, or such higher amount as determined and published by the Internal Revenue Service as the “cost-of-living adjustment” for the calendar year in which the Guaranteed Investment Contract is acquired less the portion of such cap, if any, used in prior years with respect to the Issue.

PART IV. COMPLIANCE AND AMENDMENT

SECTION 4.01. COMPLIANCE.

The Issuer or Rebate Analyst, as applicable, shall take all necessary steps to comply with the requirements of these Instructions in order to ensure that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103(a) of the Code. However, compliance shall not be required in the event and to the extent stated therein the Issuer and the Trustee receive a Bond Counsel’s Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Issue, or (B) compliance with some other requirement in lieu of such requirement will comply with Section 148(f) of the Code, in which case compliance with the other requirement specified in the Bond Counsel’s Opinion shall constitute compliance with such requirement.

SECTION 4.02. LIABILITY.

If for any reason any requirement of these Instructions is not complied with, the Issuer shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence. The Trustee shall have no duty or responsibility to independently verify any of the Issuer’s, or the Rebate Analyst’s, calculations with respect to the payments of the Rebate Amount due and owing to the United States. Under no circumstances whatsoever shall the Trustee be liable to the Issuer, any bondholder or any other person for any inclusion of the interest on the Issue in gross income for federal income tax purposes, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with these Instructions and the operative documents pertaining to the Issue.

(End of Exhibit D)

EXHIBIT E
Useful Life Chart

EXHIBIT E

Index	Facilities	Bond Proceeds Allocable to Asset (Column D of Schedule 1B)	Adjusted Economic Life (Column E of Schedule 3)	Weighted Life (Column B x Column C)
8	Lake Placid Project			
9	Building	8,960,901.04	40.91	366,562,228.60
10	Equipment	462,461.93	15.91	7,356,312.22
11	Paving	76,637.03	8.91	682,594.48
12	Total Lake Placid Project	9,500,000.00		374,601,135.30

Weighted Economic Life Average = 39.43

Multiply by 120% = 47.32

Add/Deduct Placed in Service = 0

Total = 47.32

The Average Maturity of the Bonds is 16.0272 which does not exceed 47.32 years.

EXHIBIT F

PURCHASER'S CERTIFICATE

**TO TAX CERTIFICATE AND AGREEMENT
PERTAINING TO**

\$9,500,000

**MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX
COUNTY PROJECT), SERIES 2017A**

PURCHASER'S CERTIFICATE

Compass Mortgage Corporation (the "Purchaser"), as purchaser of the obligations identified above (the "Issue"), issued by the Essex County Capital Resource Corporation (the "Issuer"), for the benefit of Adirondack Medical Center (the "Borrower"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price.**

a. On the date of this certificate, the Purchaser is purchasing the Issue for the amount of \$9,500,000 (the "Issue Price"), there being no accrued interest or original issue premium or discount. The Purchaser is not acting as an Underwriter with respect to the Issue. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Issue (or any portion of the Issue or any interest in the Issue). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Issue, and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Issue to persons other than the Purchaser or a related party to the Purchaser. The Purchaser paid no other amounts for the Issue.

b. **Defined Terms.**

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Tax Certificate and Agreement executed by the Issuer and the Borrower in connection with the issuance of the Issue ("Tax Certificate") or in Attachment A to the Tax Certificate.

(2) The Purchaser is not acting in the capacity of a broker, dealer, municipal securities underwriter or financial advisor in connection with its purchase of the Issue, and the Purchaser is not being compensated for its purchase of the Issue.

The signer is an officer of the Purchaser and is duly authorized to execute and deliver this Purchaser's Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the Borrower from time to time relating to the Issue.

(signature page follows)

Dated: October 5, 2017

Compass Mortgage Corporation

By: Robert R. Miller

Name: ROBERT R. MILLER

Title: VICE PRESIDENT

EXHIBIT F-1

PURCHASER'S CERTIFICATE

**TO TAX CERTIFICATE AND AGREEMENT
PERTAINING TO**

\$9,500,000

**MULTI-MODE REVENUE BONDS (ADIRONDACK MEDICAL CENTER ESSEX
COUNTY PROJECT), SERIES 2017A**

PLACEMENT AGENT'S CERTIFICATE

Piper Jaffray & Co. (the "Placement Agent"), as placement agent for the bonds identified above (the "Issue"), issued by the Essex County Capital Resource Corporation (the "Issuer") for the benefit of Adirondack Medical Corporation (the "Borrower"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Yield.** The Issue is a Variable Yield Issue.

(2) **Weighted Average Maturity.** The weighted average maturity (defined below) of the Issue is 16.0272 years. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire issue.

The signer is an officer of Piper Jaffray & Co. and duly authorized to execute and deliver this Placement Agent's Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Placement Agent's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Certificate and Agreement and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the Borrower from time to time relating to the Issue.

(signature page follows)

Dated: October 5, 2017

Piper Jaffray & Co.

By: 

Name: Shawn Sinel

Title: SVP

EXHIBIT G
Declaration of Official Intent

**ADIRONDACK MEDICAL CENTER
d/b/a ADIRONDACK HEALTH**

BOARD OF TRUSTEES RESOLUTION

WHEREAS, the Board of Trustees of Adirondack Medical Center d/b/a Adirondack Health (“AH”) has been convened in a special meeting, duly held on May 4, 2016; and

WHEREAS, AH submitted to the New York State Department of Health (“DOH”) a certificate of need application for the construction, installation and equipping of an approximately 37,000 square-foot, two-level building addition on AH’s Saranac Lake Campus in Franklin County, New York, to house a new surgical suite with six operating rooms, one of which will be a hybrid operating room and three procedures rooms, relocation of an existing endoscopy suite, a replacement MRI suite, and a new central sterile processing area, with an estimated project cost of \$19,420,651.00 (all of the foregoing, collectively, the “Saranac Lake Project”) and which certificate of need approval has been obtained, a copy of which is attached to these Resolutions as Exhibit A; and

WHEREAS, AH submitted to DOH a certificate of need application for the construction, installation and equipping of an approximately 45,000 square-foot building on the Uihlein Living Center campus off of Old Military Road in the Town of North Elba, Essex County, New York, which building is to contain a health and medical fitness center with a pool, rehabilitation space and services, medical office space for private practice physicians, freestanding part-time Emergency Department, laboratory, radiology services, primary care center, dental center, and visiting physician office spaces with an estimated project cost of \$14,577,549.00 (all of the foregoing, collectively, the “Lake Placid Project”) and which certificate of need approval has been obtained, a copy of which is attached to these Resolutions as Exhibit B; and

WHEREAS, AH is contemplating refinancing, defeasing and/or refunding the \$10,999,964.76 Franklin County Civic Development Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Project), Series 2012A (the “2012A Bonds”) which has an outstanding principal balance of \$9,340,985.94 as of April 1, 2016, and which 2012A Bonds financed a project (the “2012A Project”) for the benefit of AH consisting of (A) the refunding of the County of Franklin Industrial Development Agency Civic Facility Revenue Bonds (Adirondack Medical Center Project), Series 1999 (the “1999 Bonds”), the proceeds of which were used to (i) advance refund the New York State Medical Care Facilities Finance Agency General Hospital of Saranac Lake Project Revenue Bonds, 1990 Series A (the “1990 Bonds”), the proceeds of which were used to (a) reimburse General Hospital of Saranac Lake, as predecessor to AH, for a portion of the costs of constructing and equipping a new intensive care wing and a new emergency room facility, the renovation and expansion of an existing surgical area, the relocation of ambulatory surgery service and the expansion of a medical imaging area, all at AH’s facility then located at Lake Colby Drive, now known as 2233 State Route 86, in the Town of Harrietstown, County of Franklin, New York, (b) refinancing certain taxable loans utilized to provide interim financing, (c) funding a debt service reserve fund for the 1990 Bonds, and (d) paying costs incidental to the issuance of the 1990 Bonds; (ii) funding the construction, renovation and equipping of certain facilities on an approximately 38-acre parcel of land (the

“Land”) owned by AH located on Lake Colby Drive, now known as 2233 State Route 86, in the Town of Harrietstown, County of Franklin, New York (the foregoing, collectively, the “Facility”); (iii) acquiring and installing certain equipment and machinery in the Facility (the “Equipment”) (the Land, the Facility and the Equipment are hereinafter referred to as the “1999 Facility”); and (iv) funding a certain debt service reserve fund for the 1999 Bonds and pay costs incidental to the issuance of the 1999 Bonds; (B) the refinancing of a taxable loan from NBT Bank, National Association to AH (the “Prior Loan”), the proceeds of which funded a project (the “2007 Facility”) consisting of (i) the renovation and expansion of AH’s nursing home located at 114 Wawbeek Avenue, Village of Tupper Lake, County of Franklin, New York (the “Nursing Home”) to reduce long-term care beds from 80 to 60, (ii) the addition of a dialysis unit to the Nursing Home, (iii) the relocation of AH’s Outpatient Physical Therapy and Rehabilitation Department from the Village of Tupper Lake, New York to the Nursing Home campus, and (iv) the construction of a new medical office building located at 7 Stetson Road, Village of Tupper Lake, New York (collectively, the “2007 Facility”); (C) the reimbursement of certain capital expenditures related to the construction of AH’s Wound Therapy & Hyperbaric Center, consisting of a two-story, 9,000-square-foot structure located at 285 County Route 47, Saranac Lake, New York (the “New Facility”) (the 1999 Facility, the 2007 Facility and the New Facility are hereinafter referred to as the “Project Facility”); (D) the funding of a debt service reserve fund, if any, to secure the 2012A Bonds; and (E) paying certain costs and expenses incidental to the issuance of the 2012A Bonds (all of the foregoing, collectively, the “Series 2012A Bond Refinancing”); and

WHEREAS, AH has executed and delivered a Master Trust Indenture and Security Agreement dated as of November 1, 2012 (“Master Indenture”) on behalf of itself as the sole member of the Obligated Group (as defined in the Master Indenture) and as Obligated Group Agent (as defined in the Master Indenture) on behalf of the Obligated Group, and Deutsche Bank Trust Company Americas, a New York banking corporation, as Master Trustee (the “Master Trustee”) for the purpose of issuing promissory notes, guaranties and other evidences of indebtedness or to evidence or secure other financial obligations (“Obligations”) as may be set forth and issued pursuant to a supplemental indenture to the Master Indenture (“Supplemental Indenture”); and

WHEREAS, it is anticipated that AH will need to finance (collectively, the “Financing”):

(A) the Saranac Lake Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Franklin County Civic Development Corporation (the “CDC”) and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the Saranac Lake Project in an amount not to exceed \$15,500,000.00 (the “SLP Not To Exceed Amount”), and

(B) the Lake Placid Project by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the Essex County Capital Resource Corporation (the “CRC”) and paying a portion of the costs incidental to the issuance of such bonds, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the Lake Placid Project in an amount not to exceed \$11,000,000.00 (the “LP Not To Exceed Amount”), and

(C) the Series 2012A Bond Refinancing by borrowing through the issuance of a tax-exempt and/or taxable bond or a series of bonds by the CDC, including issuance costs of such bonds, and any reserve funds as may be necessary to secure such bonds in order to undertake the refinancing, defeasing and/or refunding of the 2012A Bonds in an approximate amount of \$9,600,000.00 (said \$9,600,000.00 amount with the SLP Not To Exceed Amount, the “\$25,100,000.00 CDC Not To Exceed Amount”, and the \$25,100,000.00 CDC Not To Exceed Amount with the LP Not To Exceed Amount, the “\$36,100,000.00 Not To Exceed Amount”),

(the Lake Placid Project, the Saranac Lake Project and the Series 2012A Bond Refinancing collectively referred to as the “Projects”); and

WHEREAS, AH reasonably intends to cause the issuance of bonds or series of bonds other forms of tax-exempt and/or taxable obligations (collectively, the “2016 Bonds”) in the aggregate principal amounts of the \$36,100,000.00 Not To Exceed Amount (a) for the purpose of paying the costs of certain components of the Lake Placid Project and the Saranac Lake Project, and (b) to refinance, defease and/or refund the 2012A Bonds; and

WHEREAS, AH is contemplating obtaining a working capital line of credit in an amount not to exceed \$2,000,000.00 (“Working Line of Credit”); and

WHEREAS, at the closing of the Financing and the Working Line of Credit, AH expects to issue one or more Obligations under the Master Indenture as security for all or some of the Financing, the 2016 Bonds and/or the Working Line of Credit; and

WHEREAS, it is anticipated that to obtain the Financing and/or the Working Line of Credit, AH may have to grant a mortgage on its real properties (“Mortgage”), grant security interests in and/or pledge its other properties and revenues as security for its payment obligations; and

WHEREAS, AH has received various responses to its requests for proposals with respect to the Financing and after due deliberation has chosen the terms presented by BBVA Compass Bank (“BBVA”) as presented by BBVA in its response dated March 23, 2016, with certain modifications, a summary of said BBVA response with modifications having been presented to the Board and attached as Exhibit C (the “Response Summary”); and

WHEREAS, AH has received various responses to its requests for proposals with respect to the Working Line of Credit and after due deliberation AH has chosen to move forward with negotiating terms substantially as presented by either BBVA or NBT Bank as also summarized in the Response Summary, with the final determination to be made by AH Management and approved by the Executive Committee of AH; and

WHEREAS, AH in connection with the Financing may need to execute and deliver a loan commitment issued by BBVA in substantial conformance with the Response Summary as it pertains to the Financing (the “Loan Commitment”); and

WHEREAS, at the closing of the Financing, AH will execute, acknowledge and deliver one or more Supplemental Indentures, Obligation(s), loan agreement(s), installment sale agreement(s), building loan agreements(s), mortgage(s), pledge(s), security agreement(s), promissory note(s), tax regulatory/tax compliance agreement(s), bond purchase agreement(s), acknowledgement(s) of the trust indenture, continuing disclosure agreement(s), environmental compliance and indemnification agreement(s), and any other such documents and certificates relating to the sale and purchase of the 2016 Bonds, and any such documents, instruments, agreements and certificates as may be necessary to consummate these Resolutions and the transactions contemplated hereby, with such terms and provisions as have been agreed upon by an Authorized Officer (as hereinafter defined) as evidenced by the Authorized Officer's signature thereon (all of the foregoing, collectively, the "Financing Documents"); and

WHEREAS, in connection with the closing of the Financing, Adirondack Medical Center Foundation (the "Foundation") has been requested by AH to provide additional security for the Financing by having the Foundation execute and deliver one or more unconditional guaranties of AH's indebtedness and other payment obligations incurred thereunder, including the guaranty of the Obligations or guaranties directed to a bond trustee or to the issuer of the 2016 Bonds or as may otherwise be required to consummate the Financing (collectively, the "Guaranties"); and

WHEREAS, AH is the sole member of the Foundation and consents to such Guaranties; and

WHEREAS, at the closing of the Working Line of Credit, it is anticipated that AH may execute, acknowledge and deliver one or more Supplemental Indentures, Obligation(s), loan agreement(s), mortgage(s), pledge(s), security agreement(s), promissory note(s), tax regulatory/tax compliance agreement(s), and any other such documents and certificates relating to the Working Line of Capital, and any such documents, instruments, agreements and certificates as may be necessary to consummate these Resolutions and the transactions contemplated hereby, with such terms and provisions as have been agreed upon by an Authorized Officer as evidenced by the Authorized Officer's signature thereon (all of the foregoing, collectively the "Loan Documents"); and

WHEREAS, under the provisions of Treas. Reg. 1.150-2 promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), in order to be reimbursed for expenditures for the Projects from the proceeds of a tax-exempt obligation, AH must make a declaration of its official intent to be reimbursed not later than 60 days after the payment of any such expenditure; and

WHEREAS, in order to preserve the ability of AH to be reimbursed for such expenditures, the Board of Trustees hereby makes its declaration of official intent to reimburse on behalf of AH in accordance with Treas. Reg. 1.150-2 from the proceeds of a tax-exempt obligation and authorizes each Authorized Officer to execute any documents, certificates or instruments to effectuate such official intent to reimburse on behalf of AH in accordance with Treas. Reg. 1.150-2.

NOW, THEREFORE, BE IT

RESOLVED that the Board of Trustees of AH for itself and as the Obligated Group Agent hereby authorizes and approves the undertaking of the Projects, the Financing in the \$36,100,000.00 Not To Exceed Amount, the Working Line of Credit, including paying a portion of the costs incidental to the issuance of the 2016 Bonds, issuance costs of the 2016 Bonds, costs incidental to the Working Line of Credit, and any reserve funds as may be necessary to secure the 2016 Bonds; and be it further

RESOLVED, that the Board of Trustees of AH for itself and as the Obligated Group Agent hereby authorizes and approves of the BBVA terms as described in the Response Summary with respect to the Financing and the 2016 Bonds; provided, however, if the fixed rate for any series of the 2016 Bonds associated with the Lake Placid Project and/or the Saranac Lake Project exceeds three percent (3%) per annum, then the Executive Committee of AH is delegated the authority to and shall review, determine and act upon whether the fixed rate bond series shall exceed three percent (3%) per annum, and, provided further, that a determination of an issuance of any variable rate bond series as part of the 2016 Bonds with respect to the Lake Placid Project and/or the Saranac Lake Project and the determination of the aggregate amount of variable rate bonds up to \$5,000,000 and allocation of such bonds between the Lake Placid Project and the Saranac Lake Project and other terms and provisions shall be made by an Authorized Officer, such determination to be consistent with these Resolutions; and it is further

RESOLVED, that the Authorized Officers of AH are each authorized and directed to negotiate and approve non-material changes to the terms of the Working Line of Credit presented by BBVA and NBT Bank and execute any required loan commitment with respect thereto; provided, however, with respect to the choice of the Working Line of Credit lender and any substantial and material changes to the Working Line of Credit terms presented by each, such choice and substantial and material changes shall require either AH Board or Executive Committee of the AH Board review, action and approval prior to the execution of the Loan Documents, with any decision about whether a change or event is substantial or material being made by an Authorized Person in consultation with the Executive Committee of the AH Board and legal counsel; and be it further

RESOLVED that the Chairperson of the Board, the Treasurer of the Board, the President/Chief Executive Officer and the Chief Financial Officer of AH (each an "Authorized Officer") are each hereby authorized and directed to execute, acknowledge and deliver the Financing Documents and the Loan Documents, the Loan Commitment, a loan commitment for the Working Line of Credit, if required, and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate to effectuate the execution and delivery of the Financing Documents and the Loan Documents, the issuance and sale of the 2016 Bonds, and to consummate the transactions contemplated hereunder, and to do and perform such other and further acts and things, and to take such other steps, as may be necessary, advisable, convenient, and proper to carry out fully the intent and purpose of these resolutions; and be it further

RESOLVED that the execution and delivery of the Financing Documents and the Loan Documents by an Authorized Officer of AH be and hereby are approved and confirmed; and be it further

RESOLVED that the 2016 Bonds may be insured or uninsured and shall have such interest rates (fixed and/or variable), maturity date or dates, payment and pre-payment terms, redemption provisions, and other terms and provisions as have been agreed upon with the CDC or the CRC, as the case may be, and by an Authorized Officer consistent with these Resolutions; and be it further

RESOLVED that each Authorized Officer on behalf of the Obligated Group Agent is authorized to enter into, execute and deliver one or more Supplemental Indentures and Obligations in form and substance satisfactory to an Authorized Officer evidencing the payment obligations of AH (a) in an aggregate maximum principal amount not to exceed the principal amount 2016 Bonds and (b) in an aggregate maximum principal amount not to exceed the principal amount of the Working Line of Credit, and AH is hereby authorized to perform all of its obligations under the Obligations; and be it further

RESOLVED that any Resolution and Series Resolution of the CDC, and any amendments or supplements thereof, relating to the issuance of the Bonds, in form and substance satisfactory to an Authorized Officer, which has been or will be adopted by the CDC in connection with the issuance of the 2016 Bonds, are hereby approved; and be it further

RESOLVED that any Resolution and Series Resolution of the CRC, and any amendments or supplements thereof, relating to the issuance of the Bonds, in form and substance satisfactory to an Authorized Officer, which has been or will be adopted by the CRC in connection with the issuance of the 2016 Bonds, are hereby approved; and be it further

RESOLVED that each Authorized Officer is further authorized to grant such mortgages, pledges, liens and security interests (collectively, "Security Interests") as shall be satisfactory to such Authorized Officer and as are required to be granted by the Financing Documents and/or the Loan Documents, the Master Indenture, any Supplemental Indenture, any CDC Resolution or Series Resolution, or any CRC Resolution or Series Resolution, and to execute, acknowledge and deliver such documents as may be necessary to effect the granting thereof; and be it further

RESOLVED that such Security Interests may be pledged or granted to the Master Trustee to be held in trust for the holders of the Obligations and any future obligations issued under the Master Indenture, without preference or priority of any one obligation over any other obligation; and be it further

RESOLVED that such Security Interests may be pledged or granted to the lender of the Working Line of Credit, as may be permitted by the Master Indenture as supplemented, as security for the Working Line of Credit; and be it further

RESOLVED that the Board of Trustees of AH hereby authorizes and approves of the Guaranties by the Foundation and AH acknowledges and accepts the Guaranties; and be it further

RESOLVED that the Chairperson, the Vice Chairperson, Secretary, Treasurer and the Executive Director of the Foundation (each a "Foundation Authorized Officer") are each hereby authorized to execute, acknowledge and deliver the Guaranties and such other documents, agreements, instruments, certificates and statements as may be necessary or appropriate for the Foundation to issue the Guaranties and to otherwise guaranty the Financing, the Working Line of Credit and/or the Obligations, and to do and perform such other and further acts and things, and to take such other steps, as may be necessary, advisable, convenient, and proper to carry out fully the intent and purpose of these Resolutions (collectively, the "Foundation Documents"); and be it further

RESOLVED that the execution and delivery of the Foundation Documents by a Foundation Authorized Officer be and hereby are approved, ratified and confirmed; and be it further

RESOLVED that the Authorized Officers are hereby authorized to from time to time execute such agreements, certificates, instruments and other documents and take such actions as they deem convenient, necessary or desirable in order to implement these Resolutions; and be it further

RESOLVED that the actions of the Officers and Trustees of AH heretofore taken in the negotiation and execution of documents for the transactions contemplated hereunder are approved and ratified as of the date of this Resolution; and be it further

RESOLVED that AH makes a declaration of its official intent to be reimbursed for any expenditure made by AH in connection with the Saranac Lake Project, the Lake Placid Project, and the Series 2012A Bond Refinancing and from the tax-exempt proceeds of the 2016 Bonds as permitted under the provisions of Treas. Reg. 1.150-2 promulgated pursuant to the Code, and each Authorized Officer is hereby individually authorized on behalf of AH, from time to time, to make such declarations of official intent in conformity with, and containing all information required by, Treas. Reg. 1.150-2 and any other applicable provisions of the Federal Income Tax Regulations and the Code.

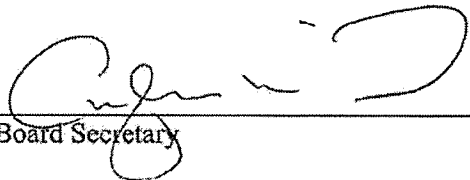
STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

I, the undersigned, Board Secretary of Adirondack Medical Center d/b/a Adirondack Health, do hereby certify:

1. That I have compared the foregoing resolutions of Adirondack Medical Center d/b/a Adirondack Health adopted at a special meeting of the Board of Trustees duly called and held on May 4, 2016, with the original thereof and the same is a true and complete copy of the proceedings of Adirondack Medical Center d/b/a Adirondack Health.

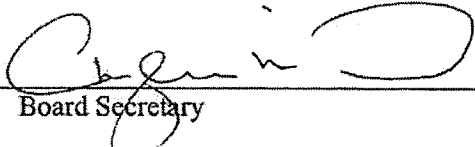
2. I further certify that the attached resolutions enacted by Adirondack Medical Center d/b/a Adirondack Health, was approved by not less than 2/3 of the members of the Board of Trustees and has not been amended or repealed and is in full force and effect on and as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunder set my hand on May 4, 2016.



Board Secretary

Dated: May 4, 2016



Board Secretary

{01186361}



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

December 14, 2015

Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue
White Plains, New York 10604

Re: 152093 C
Adirondack Medical Center-Saranac
Lake Site
Construct a new surgical suite with six (6)
new operating rooms, including one (1)
hybrid operating room, relocate an existing
endoscopy suite, and replace an existing MRI
suite
(\$19,704,621)

Dear Ms. Smyth:

The Department of Health proposes to approve the above application in accordance with the full review provisions set forth in 10 NYCRR section 710.1(c)(2). Approval of this application is subject to the enclosed contingencies first being satisfied. Also enclosed are confirmations of the approved capacity and a list of proposed services, if appropriate.

A certified check in the amount of \$107,772 must be sent within sixty (60) days of receipt of this letter to:

Barbara DelCogliano, Director, Bureau of Project Management
Center for Health Care Facility Planning, Licensure, and Finance
NYS Department of Health
Corning Tower, Room 1842
Empire State Plaza
Albany, New York 12237

In addition to contingencies, the Department proposes to approve this application with the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project, including any and all conditions pertaining to specified timeframes.

Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for any associated costs, unless all required written approvals are obtained. Before beginning any aspect of this project, you must complete the following steps:

- Enter a **complete** response to each **individual** contingency via the New York State Electronic Certificate of Need (NYSE-CON) system by the due date(s) reflected in the Contingencies Tab in NYSE-CON.

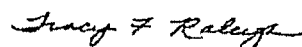
Failure to meet the due date(s) could result in the project being abandoned as set forth in 10 NYCRR Section 710.10 (c) (1)

- Receive written approval from the Center for Health Care Planning, Licensure and Finance indicating satisfaction of the contingencies.
- If the subject facility is currently in operation, you must develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Prevention Association (NFPA) 101 Life Safety Code (2000 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without prior approval by the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project must receive prior approval from the Department and may require a new or amended application.

If you have any questions concerning this letter, please contact the Bureau of Project Management at (518) 402-0911.

Sincerely,



Tracy F. Raleigh
Director
Center for Health Care Facility Planning,
Licensure and Finance

Enclosures

152093-C Adirondack Medical Center-Saranac Lake Site

Approval contingent upon:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed loan commitment, acceptable to the Department. [BFA]
3. The submission of State Hospital Code (SHC) Drawings for review and approval, as described in BAER Drawing Submission Guidelines DSG-02 SHC Hospitals. [AER]

Approval conditional upon:

1. The project must be completed within three years from the date of the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. Submission of final construction documents in accordance with 10 NYCRR Section 710.7. [AER]
3. Construction must start on or before April 15, 2016 and construction must be completed by August 1, 2017, presuming approval to start construction is granted prior to commencement. In accordance with 10 NYCRR Section 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates.



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

January 26, 2016

Ms. Patricia Smyth
Cicero Consulting Associates
701 Westchester Avenue
White Plains, New York 10604

Re: 152092-C
Adirondack Medical Center-Saranac Lake Site
(Essex County)
Relocate Adirondack Medical Center's Lake
Placid campus from Church Street, Lake
Placid to a newly constructed building to be
located at 185 Old Military Road, Lake Placid
(\$12,099,157)

Dear Ms. Smyth:

The Department of Health approves the above application in accordance with the administrative review provisions set forth in 10 NYCRR section 710.1(c)(3).

Approval of this application is subject to the enclosed contingencies first being satisfied. Before beginning any aspect of this project, you must:

- Enter a complete response to each individual contingency via the New York State Electronic Certificate of Need (NYSE-CON) system by the due date(s) reflected in the Contingencies Tab in NYSE-CON. Failure to meet the due date(s) could result in the project being abandoned as set forth in 10 NYCRR section 710.10 (c)(1).
- Receive written approval from the Center for Health Care Facility Planning, Licensure and Finance indicating satisfaction of the contingencies.

In addition to the contingencies, the Department approves this application with the enclosed condition(s).

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without the prior approval of the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

You are responsible for ensuring this project is completed within **three** years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval.

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Corning Tower, Room 1842, Empire State Plaza, Albany, New York 12237.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Abel", with a long horizontal flourish extending to the right.

Charles P. Abel
Deputy Director
Center for Health Care Facility
Planning, Licensure and Finance

Enclosure

CONTINGENCIES:

1. Submission of a check for the amount of \$36,183, payable to the New York State Department of Health. The check must be mailed to the Bureau of Project Management, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237. A copy of the check must also be uploaded into NYSE-CON. [PMU]
2. Submission of documentation that the Bureau of Community Environmental Health and Food Protection has reviewed and approved the pool plans. [PMU]
3. Submission of an executed loan commitment, acceptable to the Department of Health. [BFA]
4. The submission of State Hospital Code (SHC) Drawings for review and approval, as described in BAER Drawing Submission Guidelines DSG-03. The following items are expected to be addressed in the SHC level documentation submitted:
 - Missing Isolation Toilet room door and Patient Toilet room sink of the Emergency Department.
 - Clarification on fully enclosed exit Stair 2 based on actual construction and meeting NFPA 101.
 - Exclusion of enclosed spaces (Public Toilets and opening of Registration space, 1st floor, and Reception, 2nd floor) from intended communicating space. [AER]

CONDITIONS:

1. This project must be completed within three years from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, as described in BAER Drawing Submission Guidelines DSG-05, is required prior to the applicant's start of construction. [AER]
7. Construction must start on or before April 15, 2016 and construction must be completed by August 1, 2017, presuming approval to start construction is granted prior to commencement. In accordance with 10 NYCRR Part 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates. [AER]

EXHIBIT C

RESPONSE SUMMARY

PROJECT FINANCING PROPOSED BY BBVA

Borrower: Adirondack Medical Center ("AMC")

Guarantor: Adirondack Medical Center Foundation ("AH Foundation")

Lender: BBVA Compass or Compass Mortgage Corporation ("Bank" or "Lender")

Amount:

A) Up to \$26,500,000 in a tax exempt construction to permanent mortgage (Construction Projects)

B) Up to \$9,600,000 in a tax exempt term loan (Series 2012A Bond refinancing)

Maturity:

A) 10 years from closing date

B) 13 years from closing date

Structure & Payments:

A) \$26,500,000 will be available and fully funded into an escrow account at closing with interest only basis for 24 months, payable monthly. Thereafter, AMC will make monthly principal & interest payments based on a 25 year mortgage style amortization schedule.

B) Principal and interest payable annually based on the current Series 2012 A-Refunding Bond Debt Service schedule.

Pricing:

A): Fixed Rate for 10 years. The indicative rate, if fixed and closed on March 23, 2016 would have been 2.69%. Such rate shall fluctuate until closing. Fixed Rate Bond Series may be prepaid at any time subject to Bank standard "Make-Whole". This may or may not include a prepayment premium based on then existing market conditions.

Up to \$5,000,000 of the \$26,500,000 available for the Construction Projects may be a Variable Rate Bond Series for 10 years based upon an interest rate of 65% of LIBOR plus 240 Basis Points. Said Variable Rate Bond Series may be prepaid at any time and shall not be subject to Bank standard "Make-Whole" or prepayment premium.

B): Fixed Rate for 13 years. The indicative rate, if fixed and closed on March 23, 2016 would have been 2.69%. Such rate shall fluctuate until closing. Fixed Rate Bond Series may be prepaid at any time subject to Bank standard "Make-Whole". This may or may not include a prepayment premium based on then existing market conditions.

Security/Collateral:

All credit facilities to be secured with parity obligations issued under the Master Trust Indenture ("MTI")... All credit facilities to be cross-defaulted with any other debts of Borrower.

Covenants:

Covenants governing these borrowings will include, but not be limited to, the following:

- a) Minimum Debt Service Coverage Ratio of 1.20X, measured annually.
- b) Minimum Liquidity of 50 days cash on hand, tested semi-annually.

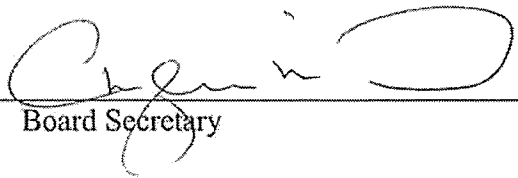
Reporting Requirements:

- a) Annual audited financial statements due within 150 days of fiscal year-end
- b) Quarterly unaudited financial statements within 60 days of quarter-end
- c) Annual Budget (for the succeeding year) within 120 days of each fiscal year-end.
- d) Periodic, at minimum quarterly, project and construction updates during construction period.
- e) Compliance Certificate and covenant calculation executed by CFO within 150 days of fiscal year-end and 60 days of semi-annual testing periods.

Summary of Variable Rate Options: Operating Line of Credit

	BBVA Compass Bank	NBT Bank
Commitment Amount:	\$2.0MM	\$2.0MM
Structure:	Variable Rate; On Demand	Variable Rate; On Demand
Term (Years):	3	On Demand
Rate:	2.43%; 1M LIBOR + 2.0%	2.43%; 1M LIBOR + 2.0%
Redemption:	N/A	N/A
Ancillary Business:	Primary depository accounts	Primary depository accounts
Fees:	Commitment Fee: N/A; Legal/Other: At cost to AH	Commitment Fee: N/A; Legal/Other: At cost to AH
Proposal Benefits:	Aggressive pricing	Aggressive pricing
Proposal Considerations:	Amount of ancillary business	Amount of ancillary business

Dated: May 4, 2016


Board Secretary

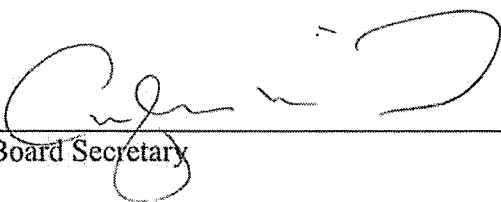
STATE OF NEW YORK)
) SS.:
COUNTY OF FRANKLIN)

I, the undersigned, Board Secretary of Adirondack Medical Center d/b/a Adirondack Health, do hereby certify:

1. That I have compared the foregoing resolutions of Adirondack Medical Center d/b/a Adirondack Health adopted at a special meeting of the Board of Trustees duly called and held on May 4, 2016, with the original thereof and the same is a true and complete copy of the proceedings of Adirondack Medical Center d/b/a Adirondack Health.

2. I further certify that the attached resolutions enacted by Adirondack Medical Center d/b/a Adirondack Health, was approved by not less than 2/3 of the members of the Board of Trustees and has not been amended or repealed and is in full force and effect on and as of the date of this Certification.

IN WITNESS WHEREOF, I have hereunder set my hand on May 4, 2016.



Board Secretary

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/29/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110		PHONE (A/C, No, Ext): 518 783-2665	COMPANY Travelers Property Cas Co of America PO Box 199 Albany, NY 12201	
FAX (A/C, No): 5187838754	E-MAIL ADDRESS:			
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: 4743		LOAN NUMBER		POLICY NUMBER 6305G284674TIL17
INSURED Adirondack Medical Center dba Adirondack Health 2233 State Route 86;PO Box 471 Saranac Lake, NY 12983		EFFECTIVE DATE 01/01/17	EXPIRATION DATE 01/01/18	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location #2 29 Church Street (FL Zone: X)
Lake Placid, NY 12946
Location #5 185 Old Military Road (FL)
(See Attached Location Information)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
****Blanket Coverage Information**** Blanket #1 Combined Bldg & Per Prop Cause of Loss: Special Valuation: Replacement Cost Agreed Amount Applies (See Attached Coverage Info.)	102,314,418	\$10,000

REMARKS (Including Special Conditions)

***** Description of Operations *****
 Certificate holder is named as loss payee for the following:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Compass Mortgage Corporation 1345 Avenue of the Americas, 4th Floor New York, NY 10105	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	

PROPERTY INFORMATION (Continued from page 1.)

LOCATION/DESCRIPTION

Zone: X)

Lake Placid, NY 12946

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
<p>Commercial Property Location Specific Coverages</p>		
<p>Location #: 2 29 Church Street (FL Zone: X) Lake Placid, NY 12946</p>		
<p>Building #: 1 Hospital Coverage: Building (incl Misc. Yard Improvements) Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p>	<p>Blk Limit 102,314,418</p>	<p>\$10,000</p>
<p>Coverage: Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p>	<p>Incl. In Blk No. 1</p>	<p>\$10,000</p>
<p>Location #: 5 185 Old Military Road (FL Zone: X) Lake Placid, NY 12946</p>		
<p>Building #: 1 156 Bed Skilled Nursing Facility(Uihlein Mercy Center) Coverage: Business Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p>	<p>Incl. In Blk No. 1</p>	<p>\$10,000</p>

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/29/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110		PHONE (A/C, No, Ext): 518 783-2665	COMPANY Travelers Property Cas Co of America PO Box 199 Albany, NY 12201	
FAX (A/C, No): 5187838754	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 4743			LOAN NUMBER	POLICY NUMBER 6305G284674TIL17
INSURED Adirondack Medical Center dba Adirondack Health 2233 State Route 86;PO Box 471 Saranac Lake, NY 12983			EFFECTIVE DATE 01/01/17	EXPIRATION DATE 01/01/18
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location #2 29 Church Street (FL Zone: X)
Lake Placid, NY 12946
Location #5 185 Old Military Road (FL)
(See Attached Location Information)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
****Blanket Coverage Information**** Blanket #1 Combined Bldg & Per Prop Cause of Loss: Special Valuation: Replacement Cost Agreed Amount Applies (See Attached Coverage Info.)	102,314,418	\$10,000

REMARKS (Including Special Conditions)

***** Description of Operations *****
 Certificate holder is named as loss payee for the following:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Essex County Capital Resource Corporation 7566 Court Street Elizabethtown, NY 12932	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	

PROPERTY INFORMATION (Continued from page 1.)

LOCATION/DESCRIPTION

**Zone: X)
Lake Placid, NY 12946**

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
<p>Commercial Property Location Specific Coverages</p> <p>Location #: 2 29 Church Street (FL Zone: X) Lake Placid, NY 12946</p> <p>Building #: 1 Hospital Coverage: Building (incl Misc. Yard Improvements) Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p> <p>Coverage: Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p> <p>Location #: 5 185 Old Military Road (FL Zone: X) Lake Placid, NY 12946</p> <p>Building #: 1 156 Bed Skilled Nursing Facility(Uihlein Mercy Center) Coverage: Business Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special</p>	<p>Blk Limit 102,314,418</p> <p>Incl. In Blk No. 1</p> <p>Incl. In Blk No. 1</p>	<p>\$10,000</p> <p>\$10,000</p> <p>\$10,000</p>

ACORDTM**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

09/29/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110		PHONE (A/C, No, Ext): 518 783-2665	COMPANY Travelers Property Cas Co of America PO Box 199 Albany, NY 12201	
FAX (A/C, No): 5187838754	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 4743		LOAN NUMBER		POLICY NUMBER 6305G284674TIL17
INSURED Adirondack Medical Center dba Adirondack Health 2233 State Route 86;PO Box 471 Saranac Lake, NY 12983		EFFECTIVE DATE 01/01/17	EXPIRATION DATE 01/01/18	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION Location #2 29 Church Street (FL Zone: X) Lake Placid, NY 12946 Location #5 185 Old Military Road (FL (See Attached Location Information)
--

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
****Blanket Coverage Information**** Blanket #1 Combined Bldg & Per Prop Cause of Loss: Special Valuation: Replacement Cost Agreed Amount Applies (See Attached Coverage Info.)	102,314,418	\$10,000

REMARKS (Including Special Conditions)

***** Description of Operations ***** Certificate holder is named as loss payee for the following:
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS US Bank National Association 100 Wall Street, 16th Floor New York, NY 10005	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Anthony J. Mendicino</i>		

PROPERTY INFORMATION (Continued from page 1.)

LOCATION/DESCRIPTION

Zone: X)
Lake Placid, NY 12946

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Location Specific Coverages		
Location #: 2 29 Church Street (FL Zone: X) Lake Placid, NY 12946		
Building #: 1 Hospital Coverage: Building (incl Misc. Yard Improvements) Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special	Blk Limit 102,314,418	\$10,000
Coverage: Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special	Incl. In Blk No. 1	\$10,000
Location #: 5 185 Old Military Road (FL Zone: X) Lake Placid, NY 12946		
Building #: 1 156 Bed Skilled Nursing Facility(Uihlein Mercy Center) Coverage: Business Personal Property Blanket #: 1 Blanket Coverage: Combined Bldg & Per Prop Cause: Special	Incl. In Blk No. 1	\$10,000

ACORD™ INSURANCE BINDER

DATE
08/07/17

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110	PHONE (A/C, No, Ext): 518-783-2665 FAX (A/C, No): 5187838754	COMPANY Acadia Insurance Company	BINDER # BINDER347993
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: 4743	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Loc#1: 185 Old Military Rd, Lake Placid, NY 12946-0471		
INSURED Adirondack Medical Center dba Adirondack Health 2233 State Route 86 PO Box 471 Saranac Lake, NY 12983-0471			

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	Builders Risk See Spec. Conditions/Other Coverages RETRO DATE FOR CLAIMS MADE: _____ RETRO DATE FOR CLAIMS MADE: _____ RETRO DATE FOR CLAIMS MADE: _____			
		EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
		ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
		OTHER		
		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
		EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS/ OTHER COVERAGES Adirondack Medical Center dba Adirondack Health Construction Manager, Architect, Contractor, (See attached Spec Conditions/Other Covs page.)		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
LOAN # _____				
AUTHORIZED REPRESENTATIVE <i>Anthony J. Marchitto</i>				

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

Sub-contractor,
sub-subcontractors, ATIMA

* Continued from Property Section *

Job Specific:

Location Limit: \$15,422,864 Temp Loc Limit: \$500,000 Transit Limit:
\$500,000

Desc: Flood Limit: \$10,000,000 Ded: \$25,000
Desc: Earthquake Limit: \$10,000,000 Ded: \$25,000
Desc: Co-insurance clause is deleted
Desc: Replacement Cost Valuation
Desc: Deductible Ded: \$1,000
Desc: Permission to Occupy End't
Desc: Equipment Breakdown Limit: \$15,422,864 Ded: \$25,000
Desc: Testing Included
Desc: Sewer Backup Coverage Limit: \$500,000
Desc: Pollution Clean Up & Removal Limit: \$100,000
Desc: Personal Property Limit: \$25,000
Desc: Fire Department Service Charges Limit: \$25,000
Desc: Expediting Expenses Limit: \$100,000



CERTIFICATE OF INSURANCE

INSURER: Medical Liability Mutual Insurance Company

SERVICING OFFICE: 8 British American Blvd • Latham, New York 12110 • (518)786-2700 • (800)635-0666

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED:

Adirondack Medical Center
 P.O. Box 471
 Saranac Lake, New York 12983

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITH STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
PROFESSIONAL LIABILITY				EACH MEDICAL INCIDENT	\$
<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				AGGREGATE	\$
GENERAL LIABILITY	AH1002269	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 3,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERSONAL & ADV INJURY	\$ 3,000,000
<input checked="" type="checkbox"/> OCCURRENCE				DAMAGE TO PREMISES RENTED TO YOU (Any one premises)	\$ 100,000
<input type="checkbox"/> Owner's & Contractor's Prot				MED EXP (Any one person)	\$ 10,000
<input type="checkbox"/>				GENERAL AGGREGATE	\$ 6,000,000
				PRODUCTS-COMP/OP AGGREGATE	\$ 6,000,000
EXCESS LIABILITY				EACH PERSON/EVENT	\$
<input type="checkbox"/> UMBRELLA FORM				TOTAL	\$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Coverage is provided subject to the terms and conditions of the above referenced policy for the Certificate Holder as additional insured as per NYG0102 0313. Re: Series 2017 Bonds for the following locations: 185 Old Military Road, Lake Placid, NY 12946 and 29 Church Street, Lake Placid, NY 12946

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT THE MAILING OR THE FAILURE TO MAIL NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AND IT IS UNDERSTOOD THAT THE NAMED CERTIFICATE HOLDER EXPRESSLY CONSENTS TO THE SAME.

CERTIFICATE HOLDER

Compass Mortgage Corporation
 Attn: Craig R. Kincade, Senior VP
 1345 Avenue of the Americas, 4th Floor
 New York, New York 10105

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

INSURER: Medical Liability Mutual Insurance Company

SERVICING OFFICE: 8 British American Blvd • Latham, New York 12110 • (518)786-2700 • (800)635-0666

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED:

Adirondack Medical Center
 P.O. Box 471
 Saranac Lake, New York 12983

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITH STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
PROFESSIONAL LIABILITY				EACH MEDICAL INCIDENT	\$
<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				AGGREGATE	\$
GENERAL LIABILITY	AH1002269	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 3,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERSONAL & ADV INJURY	\$ 3,000,000
<input checked="" type="checkbox"/> OCCURRENCE				DAMAGE TO PREMISES RENTED TO YOU (Any one premises)	\$ 100,000
<input type="checkbox"/> Owner's & Contractor's Prot				MED EXP (Any one person)	\$ 10,000
<input type="checkbox"/>				GENERAL AGGREGATE	\$ 6,000,000
				PRODUCTS-COMP/OP AGGREGATE	\$ 6,000,000
EXCESS LIABILITY				EACH PERSON/EVENT	\$
<input type="checkbox"/> UMBRELLA FORM				TOTAL	\$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Coverage is provided subject to the terms and conditions of the above referenced policy for the Certificate Holder as additional insured as per NYG0102 0313. Re: Series 2017 Bonds for the following locations: 185 Old Military Road, Lake Placid, NY 12946 and 29 Church Street, Lake Placid, NY 12946

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT THE MAILING OR THE FAILURE TO MAIL NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AND IT IS UNDERSTOOD THAT THE NAMED CERTIFICATE HOLDER EXPRESSLY CONSENTS TO THE SAME.

CERTIFICATE HOLDER
 U.S Bank National Association
 Attn: Corporate Trust Department
 100 Wall Street, Suite 1600
 New York, New York 10005

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

INSURER: Medical Liability Mutual Insurance Company

SERVICING OFFICE: 8 British American Blvd • Latham, New York 12110 • (518)786-2700 • (800)635-0666

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED:

**Adirondack Medical Center
P.O. Box 471
Saranac Lake, New York 12983**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITH STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
PROFESSIONAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH MEDICAL INCIDENT	\$
				AGGREGATE	\$
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> Owner's & Contractor's Prot <input type="checkbox"/>	AH1002269	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 3,000,000
				PERSONAL & ADV INJURY	\$ 3,000,000
				DAMAGE TO PREMISES RENTED TO YOU (Any one premises)	\$ 100,000
				MED EXP (Any one person)	\$ 10,000
				GENERAL AGGREGATE	\$ 6,000,000
				PRODUCTS-COMP/OP AGGREGATE	\$ 6,000,000
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH PERSON/EVENT	\$
				TOTAL	\$
					\$

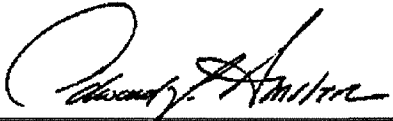
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Coverage is provided subject to the terms and conditions of the above referenced policy for the Certificate Holder as additional insured as per NYG0102 0313. Re: Series 2017 Bonds for the following locations: 185 Old Military Road, Lake Placid, NY 12946 and 29 Church Street, Lake Placid, NY 12946

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT THE MAILING OR THE FAILURE TO MAIL NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AND IT IS UNDERSTOOD THAT THE NAMED CERTIFICATE HOLDER EXPRESSLY CONSENTS TO THE SAME.

CERTIFICATE HOLDER
Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, NY 12932



AUTHORIZED REPRESENTATIVE

**GENERAL CERTIFICATE
OF
ADIRONDACK MEDICAL CENTER FOUNDATION**

I, the undersigned, Hannah Hanford, in my capacity as Executive Director of Adirondack Medical Center Foundation (the "Foundation"), a not-for-profit corporation organized and existing by virtue of the laws of the State of New York, on this 5th day of October, 2017, HEREBY CERTIFY TO U.S. BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE, as follows:

1. I am making this certificate in connection with that certain Guaranty Agreement (the "Guaranty") dated as of October 5, 2017, by and between the Foundation and U.S. Bank National Association, a national banking association, as master trustee under that certain Master Indenture and Security Agreement, dated as of November 1, 2012 (the "Master Trust Indenture"), by and among Adirondack Medical Center and such other organizations as may from time to time become Members of the Obligated Group (the "Obligated Group"), and Deutsche Bank Trust Company Americas (predecessor to U.S. Bank National Association), as Master Trustee, as the Master Trust Indenture is supplemented and amended (the "Master Indenture"). The Guaranty is being made in connection with certain bond issuances through the Essex County Capital Resource Corporation on behalf of Adirondack Medical Center, the sole member of the Foundation.

2. To the best of the undersigned's knowledge, and after due inquiry, there is no pending or threatened action, suit, proceeding, inquiry or investigation, at law or in equity, by or before any court, public board or body, nor is there any basis therefor, looking toward the dissolution or liquidation of the Foundation, or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect the transactions contemplated by the Guaranty, or which, in any way, would adversely affect the validity or enforceability of the Guaranty or which might result in any materially adverse condition (financial or otherwise) in the business or the property or assets of the Foundation.

3. The Foundation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform the Guaranty.

4. The execution, delivery and performance of the Guaranty have been duly authorized by all requisite corporate action on the part of the Foundation, and the execution and delivery hereof and thereof and compliance with the provisions hereof and thereof have not and will not violate any provision of law, any order, judgment, decree, writ or injunction of any court or agency of government or the certificate of incorporation or bylaws of the Foundation or any material credit agreement, purchase agreement, guaranty, indenture, document, agreement or other instrument to which the Foundation is a party or by which it or any of its property is subject to, bound or affected, or be in conflict with, or constitute (with due notice and/or lapse of time) a breach of or default or require consent under any such material credit agreement, purchase agreement, guaranty, indenture, document, agreement or other such instrument.

5. The Guaranty and any and all other agreements and documents required to be executed and delivered by the Foundation in order to carry out, give effect to and consummate the transactions contemplated by the Guaranty have been duly authorized, executed and delivered by the Foundation and have not been amended, modified or rescinded, remain in full force and effect and are the legal, valid and binding obligations of the Foundation enforceable against the Foundation in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights and by the discretionary nature of equitable remedies.

6. The representations and warranties of the Foundation contained in the Guaranty are true, complete and correct and are in full force and effect as of the date hereof, with the same effect as if those representations and warranties were made on and as of the date hereof.

7. The Foundation is not (i) a party to or bound by any contract, document, agreement or other instrument, or (ii) subject to any charter or other corporate restriction, or (iii) subject to any judgment, order, writ, injunction, decree, rule or regulation which, in the Foundation's opinion, materially adversely affects the business, operations, affairs, properties, assets or condition, financial or otherwise, of the Foundation.

8. Neither the Guaranty nor any other document, certificate or statement in writing furnished in connection therewith by or on behalf of the Foundation contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

9. No default under the Guaranty has occurred and is continuing, and no event has occurred and is continuing which, with lapse of time or the giving of notice, or both, would constitute such a default.

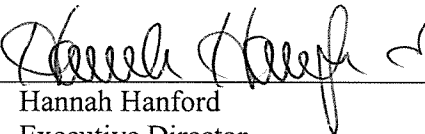
10. I am, on and as of the date hereof, the duly appointed, qualified and acting Executive Director of the Foundation.

11. All capitalized terms used herein but not defined herein shall have the respective meanings set forth in the Master Indenture, or, if not so defined therein, then the meanings ascribed thereto in the Guaranty.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand on this certificate the date first stated above.

ADIRONDACK MEDICAL CENTER FOUNDATION

By: 

Hannah Hanford
Executive Director

[Signature page to General Certificate of Adirondack Medical Center Foundation]

GENERAL CERTIFICATE OF TRUSTEE

This certificate is made in connection with the execution and delivery by U.S. Bank National Association, as trustee (the "Trustee") of a trust indenture dated as of October 1, 2017 (the "Indenture") by and between the Essex County Capital Resource Corporation (the "Issuer") and the Trustee, and any other document to be executed by the Trustee (collectively, the "Trustee Documents") in connection with the issuance by the Issuer of its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "Bonds") in order to finance the Project (as defined in the Indenture) for the benefit of Adirondack Medical Center (the "Hospital").

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Indenture shall have the meanings ascribed to them in the Indenture, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate, and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICERS OF THE TRUSTEE HEREBY CERTIFY THAT:

1. I am an officer of the Trustee and duly authorized to execute and deliver the Trustee Documents on behalf of the Trustee as provided in the certificate of the Trustee (the "Certificate of Authority") attached hereto as Exhibit A.

2. The Trustee is a national banking association duly organized and existing under the laws of the United States of America, is authorized to act as a trustee in the State of New York, has the power to enter into the Trustee Documents and to carry out its obligations thereunder and has properly authorized the execution, delivery and performance of the Trustee Documents.

3. Neither the execution and delivery of the Trustee Documents, the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions thereof will, to the best of my knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of the Trustee's charter or by-laws or any other documents under which the Trustee was formed or is governed or any order, judgment, agreement or instrument to which the Trustee is a party or by which it is bound, or will constitute a default under any of the foregoing.

4. There is no litigation or proceeding pending at law or in equity against the Trustee or, to the best of my knowledge, threatened in any judicial, quasi-judicial or administrative forum which challenges the validity of the Trustee Documents or any resolution or other action of the Trustee adopted or taken in connection with the Trustee Documents, or which seeks to

enjoin any of the transactions contemplated by such instrument or the performance by the Trustee of any of its obligations under the Trustee Documents, or which in any way contests the existence or the powers of the Trustee, or which would in any way adversely affect the Project.

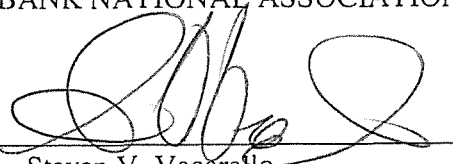
5. All necessary action has been taken by the Trustee for the approval, execution and delivery by the Trustee of the Trustee Documents and any and all such other agreements, documents and approvals as are required to be executed, delivered and received by the Trustee in order to carry out, give effect to and consummate the transactions contemplated thereby.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this General Certificate of Trustee this 5th day of October, 2017.

U.S. BANK NATIONAL ASSOCIATION

By: _____

A handwritten signature in black ink, appearing to read 'Steven V. Vacareffe', written over a horizontal line.

Steven V. Vacareffe
Vice President

[Signature page to General Certificate of Trustee]

EXHIBIT A

CERTIFICATE OF AUTHORITY



CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

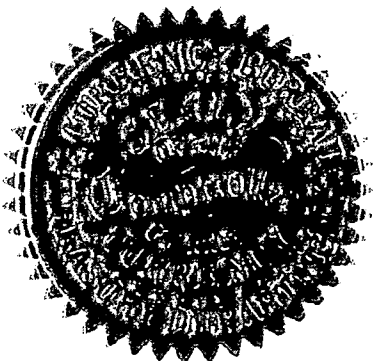
1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
October 28, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.

A handwritten signature in black ink, appearing to read 'Thomas J. Curry', written over a horizontal line.

Comptroller of the Currency





**U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE**

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

**ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.**

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

Jason G. Gregory	Senior Vice President	Janet P. O'Hara	Vice President
Edward F. Kachinski	Senior Vice President	Yvette Y. Rivera	Vice President
David S. Massa	Senior Vice President	Millie Rolla	Vice President
David H. Beaty	Vice President	Thomas E. Tabor	Vice President
Jean Clarke	Vice President	Steven V. Vaccarello	Vice President
Elizabeth Dimarco	Vice President	Ian M. Watson	Vice President
Beverly A. Freeney	Vice President	Rosalyn Callender	Assistant Vice President
Christopher J. Grell	Vice President	Denise B. Cavallo	Assistant Vice President
Judith Hyppolite	Vice President	Sirojini Dindial-Persaud	Assistant Vice President
William G. Keenan	Vice President	Nelson Gonzalez	Assistant Vice President
David J. Kolibachuk	Vice President	Hazrat R. Haniff	Assistant Vice President
Kumarie Wendy Kumar	Vice President	Gagendra Hiralal	Assistant Vice President
Waindy F. Lewis-Antwi	Vice President	Teresita Perpetua Izar	Assistant Vice President
Patricia V. Marshall	Vice President	Caroline H. Lee	Assistant Vice President
Michelle Mena-Rosado	Vice President	Kevin M. Roberg	Trust Officer
Barbara A. Nastro	Vice President	Carolyn R. Sinclair	Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)

Natasha M. Knack, Assistant Secretary

GENERAL CERTIFICATE OF MASTER TRUSTEE

This certificate is made in connection with the execution and delivery by U.S. Bank National Association, as master trustee (the “Master Trustee”), of a supplemental master indenture number four dated as of October 1, 2017 (the “Fourth Supplemental Indenture”) by and between Adirondack Medical Center (the “Hospital”) and the Master Trustee supplementing that certain master indenture and security agreement dated as of November 1, 2012 (as so supplemented, the “Master Indenture”) by and between the Master Trustee and the Hospital, and any other document to be executed by the Master Trustee (collectively, the “Master Trustee Documents”).

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Master Indenture shall have the meanings ascribed to them in the Master Indenture, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate, and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICERS OF THE MASTER TRUSTEE HEREBY CERTIFY THAT:

1. I am an officer of the Master Trustee and duly authorized to execute and deliver the Master Trustee Documents on behalf of the Master Trustee as provided in the certificate of the Master Trustee (the “Certificate of Authority”) attached hereto as Exhibit A.

2. The Master Trustee is a national banking association duly organized and existing under the laws of the United States of America, is authorized to act as a trustee in the State of New York, has the power to enter into the Master Trustee Documents and to carry out its obligations thereunder and has properly authorized the execution, delivery and performance of the Master Trustee Documents.

3. Neither the execution and delivery of the Master Trustee Documents, the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions thereof will, to the best of my knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of the Master Trustee’s charter or by-laws or any other documents under which the Master Trustee was formed or is governed or any order, judgment, agreement or instrument to which the Master Trustee is a party or by which it is bound, or will constitute a default under any of the foregoing.

4. There is no litigation or proceeding pending at law or in equity against the Master Trustee or, to the best of my knowledge, threatened in any judicial, quasi-judicial or administrative forum which challenges the validity of the Master Trustee Documents or any

resolution or other action of the Master Trustee adopted or taken in connection with the Master Trustee Documents, or which seeks to enjoin any of the transactions contemplated by such instrument or the performance by the Master Trustee of any of its obligations under the Master Trustee Documents, or which in any way contests the existence or the powers of the Master Trustee, or which would in any way adversely affect the Project.

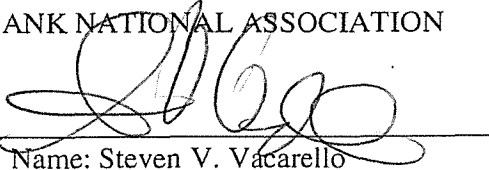
5. All necessary action has been taken by the Master Trustee for the approval, execution and delivery by the Master Trustee of the Master Trustee Documents and any and all such other agreements, documents and approvals as are required to be executed, delivered and received by the Master Trustee in order to carry out, give effect to and consummate the transactions contemplated thereby.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this General Certificate of Master Trustee this 5th day of October, 2017.

U.S. BANK NATIONAL ASSOCIATION

By: _____



Name: Steven V. Vacarello

Title: Vice President

[Signature page to General Certificate of Master Trustee]

CERTIFICATE OF AUTHORITY



CERTIFICATE OF CORPORATE EXISTENCE

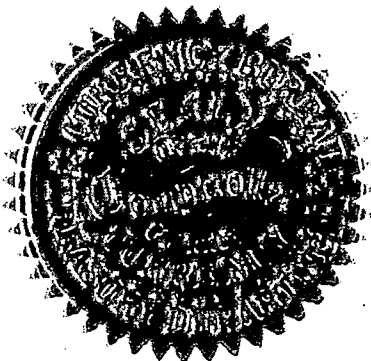
I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
October 28, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.

Comptroller of the Currency





U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

- Jason G. Gregory Senior Vice President
Edward F. Kachinski Senior Vice President
David S. Massa Senior Vice President
David H. Beaty Vice President
Jean Clarke Vice President
Elizabeth Dimarco Vice President
Beverly A. Freeney Vice President
Christopher J. Grell Vice President
Judith Hyppolite Vice President
William G. Keenan Vice President
David J. Kolibachuk Vice President
Kumarie Wendy Kumar Vice President
Waindy F. Lewis-Antwi Vice President
Patricia V. Marshall Vice President
Michelle Mena-Rosado Vice President
Barbara A. Nastro Vice President
Janet P. O'Hara Vice President
Yvette Y. Rivera Vice President
Millie Rolla Vice President
Thomas E. Tabor Vice President
Steven V. Vaccarello Vice President
Ian M. Watson Vice President
Rosalyn Callender Assistant Vice President
Denise B. Cavallo Assistant Vice President
Sirojni Dindial-Persaud Assistant Vice President
Nelson Gonzalez Assistant Vice President
Hazrat R. Haniff Assistant Vice President
Gagendra Hiralal Assistant Vice President
Teresita Perpetua Izar Assistant Vice President
Caroline H. Lee Assistant Vice President
Kevin M. Roberg Trust Officer
Carolyn R. Sinclair Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)

Handwritten signature of Natasha M. Knack
Natasha M. Knack, Assistant Secretary

CERTIFICATE OF THE INITIAL PURCHASER REGARDING ISSUE PRICE

This Certificate is furnished by Compass Mortgage Corporation (the “Purchaser”), in connection with the issuance by the Essex County Capital Resource Corporation (“Issuer”) of its \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the “Bonds”) to the Issuer and Squire Patton Boggs (US) LLP, as Bond Counsel, regarding certain information in connection with the issuance of the Bonds.

We hereby certify as follows:

1. The Purchaser is purchasing the Bonds at par, there being no accrued interest. Subject to the provisions of the Bonds and the Trust Indenture pursuant to which they are issued with respect to, among other things, default rates, taxable rates and other adjustments to the interest rate, the Bonds will bear interest at the initial fixed rate of two and ninety-one hundredths percent (2.91%) per annum, which rate was negotiated on an arms’ length basis.

2. The Purchaser is the first buyer of the Bonds and is buying the Bonds as part of a commercial loan transaction with no present intention to resell the Bonds or any interests therein other than to a Related Entity. As used in this Certificate, “Related Entity” means an affiliate or a related entity of the Purchaser, 100% of whose ownership interests is directly or indirectly owned by the Purchaser or its affiliate.

[Remainder of page left blank intentionally]

Dated: October 5, 2017

COMPASS MORTGAGE CORPORATION

By: Robert R. Miller
Name: ROBERT R. MILLER
Title: VICE PRESIDENT

[Signature page to Certificate of Initial Purchaser Regarding Issue Price]

CLOSING ITEM NO.: E-2

INVESTOR LETTER

October 5, 2017

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York 12932

Squire Patton Boggs (US) LLP
30 Rockefeller Plaza
New York, New York 10112

Re: Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series
2017A in the aggregate principal amount of \$9,500,000

Ladies and Gentlemen:

Compass Mortgage Corporation (the "Holder") proposes to purchase, in a commercial loan transaction, the Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in an aggregate principal amount of \$9,500,000 (the "Bonds"), to be issued by the Essex County Capital Resource Corporation (the "Issuer"). We understand that the Bonds are being issued for the primary purpose of financing the Project, as such term is defined in the Loan Agreement dated as of October 1, 2017 (the "Loan Agreement") between the Issuer and Adirondack Medical Center (the "Hospital"). We understand that the proceeds from the sale of the Bonds will be loaned from the Issuer to the Hospital pursuant to the Loan Agreement. We further understand that the Bonds will be secured by an assignment of certain rights of the Issuer under the Loan Agreement granted pursuant to a pledge and assignment dated as of October 1, 2017 from the Issuer to the Trustee (the "Pledge and Assignment").

In connection with the issuance and our purchase of the Bonds, the Holder hereby makes the following representations upon which you may rely:

1. The Holder is a banking corporation organized under the laws of the State of Alabama, the business of which is substantially confined to banking and is supervised by banking regulators.

2. The Holder has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risk and merits of the loan represented by the purchase of the Bonds. The Holder is acquiring the Bonds as part of a commercial loan transaction and intends to hold and administer such loan in the ordinary course of the commercial banking business of the Holder.

3. The Holder acknowledges that, as part of its loan and credit evaluation process, it has either been supplied with or has been given access to information relating to the Hospital, the Foundation, the Obligated Group and Project and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Hospital, the Foundation, the Obligated Group, the Project and the security therefor.

4. The Holder understands that the Bonds have not been registered under the Securities Act of 1933, as amended. The Holder is purchasing the Bonds as a commercial loan for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Bonds.

5. The undersigned understands that the Bonds shall never be a debt of the State of New York (the "State"), Essex County, New York (the "County") or any political subdivision thereof. Neither the State, the County nor any political subdivision thereof shall be liable thereon. Neither the State, the County nor any political subdivision thereof is obligated to pay, and neither the faith and credit nor the taxing power of State, the County nor any political subdivision thereof is pledged to, the payment of the principal or redemption price, if any, of or interest on, the Bonds. The Bonds are special, limited obligations of the Issuer, payable solely out of the revenues or other receipts, funds or moneys of the Issuer pledged under the Loan Agreement and from any amounts otherwise available under the Loan Agreement for the payment of the Bonds. The Bonds do not now and shall never constitute a charge against the general credit of the Issuer. The Issuer has no taxing power.

6. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Loan Agreement.

[Remainder of page left blank intentionally]

Dated: October 5, 2017

COMPASS MORTGAGE CORPORATION

By Robert R. Miller
Authorized Officer

[Signature page to Investor Letter]

BRIGGS NORFOLK LLP

2296 SARANAC AVENUE
LAKE PLACID, NEW YORK 12946

RONALD J. BRIGGS*
MATTHEW D. NORFOLK
JENIFER R. BRIGGS
* ALSO ADMITTED IN SOUTH CAROLINA

TEL: 518.523.5555
FAX: 518.523.5559
www.briggsnorfolk.com
FACSIMILE SERVICE NOT ACCEPTED

October 5, 2017

U.S. Bank, National Association
100 Wall Street; 16th Floor
New York, New York 10005

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York 12983

Essex County Capital Resource Corporation
7556 Court Street
Elizabethtown, New York

Compass Mortgage Corporation
1345 Avenue of the Americas; 4th Floor
New York, New York 10105

Squire Patton Boggs (US) LLP
30 Rockefeller Plaza
New York, New York 10112

Re: Essex County Capital Resource Corporation
\$9,500,000 Multi-Mode Revenue Bonds
(Adirondack Medical Center Essex County Project), Series 2017A

Ladies and Gentlemen:

We have acted as counsel to the Essex County Capital Resource Corporation (the "Issuer") in connection with the preparation of the following:

A. a resolution adopted by the Issuer on September 18, 2017 (the "Bond Resolution") authorizing the issuance, execution, sale and delivery of the Issuer's Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the "Bonds") in the aggregate principal amount not to exceed \$10,500,000 issued for the purpose of providing funds for a project (the "Project") as described in the Bond Resolution;

B. a trust indenture dated as of October 1, 2017 (the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee") for the holders of the Bonds;

C. the Bonds;

D. a loan agreement dated as of October 1, 2017 (the "Loan Agreement") by and between the Issuer and Adirondack Medical Center (the "Hospital") pursuant to which the Issuer will loan the proceeds from the sale of the Bonds to the Hospital to finance the costs of the Project;

E. a pledge and assignment dated as of October 1, 2017 (the "Pledge and Assignment") from the Issuer to the Trustee, pursuant to which the Issuer assigns to the Trustee certain of the Issuer's rights under the Loan Agreement;

F. a bond purchase agreement dated as of October 5, 2017 (the "Bond Purchase Agreement") by and among the Issuer, the Hospital and Compass Mortgage Corporation; and

G. a tax certificate and agreement, dated as of October 5, 2017 (the "Tax Certificate and Agreement") by and among the Issuer, the Hospital and the Trustee.

All in connection with the issuance by the Issuer of the Bonds for the purpose of loaning the proceeds of the Bonds to the Hospital to finance the cost of the Project for the benefit of the Hospital and paying necessary expenses incidental thereto. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Indenture.

We have, as counsel to the Issuer, examined original or certified copies of the proceedings of the Issuer taken with respect to the Project, as well as certificates of the Issuer's officers, a certified copy of the Bond Resolution, executed counterparts of the Bonds, the Loan Agreement, the Indenture, the Bond Purchase Agreement, the Pledge and Assignment, and all other documents executed by the Issuer in connection with this transaction (collectively, the "Issuer Documents"). We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate under the circumstances to render the following opinions.

Based upon our examination of the foregoing, and in reliance upon the matters and subject to the limitations contained in the concluding paragraphs of this opinion, we are of the opinion (except that no opinion is given with respect to any federal or state securities law or any law concerning zoning or subdivision matters or as to the law of any jurisdiction other than the State of New York) that:

1. The Issuer is a local development corporation created pursuant to the Not-for-Profit Corporation Law of the State of New York (the "Act") and is duly organized and existing under the laws of the State of New York.

2. The members, directors, and officers of the Issuer identified in the Issuer's general certificate delivered on this date have been duly appointed as such members and directors and duly appointed or elected as such officers and are qualified to serve as such.

3. The Bond Resolution has been duly adopted by the Issuer, complies with the procedural rules of the Issuer and the requirements of the laws of the State of New York, and the Bond Resolution has not been supplemented, amended, or repealed and remains in full force and effect on the date hereof.

4. The Issuer has complied with all of the requirements of New York law with respect to the authorization, execution and delivery of the Bonds. The Issuer has duly authorized the execution,

delivery and performance of the Issuer Documents.

5. The making and performance by the Issuer of the Issuer Documents and the consummation of the transactions on the part of the Issuer therein contemplated will not violate any applicable provision of any applicable law, regulation, decree, writ, order or injunction or any applicable provision of the Act, and will not contravene the provisions of or constitute a default under any material term of any agreement, indenture, bond resolution or other instrument to which the Issuer is a party or by which the Issuer is bound.

6. The Issuer Documents have been duly authorized by all necessary action on the part of the Issuer, have been duly executed and delivered by authorized officers of the Issuer and, assuming the due authorization, execution and delivery of same by the other parties thereto, constitute legal, valid and binding special obligations of the Issuer enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity.

7. The Bonds have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding special obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity.

8. There is no action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the Issuer, wherein an unfavorable decision, ruling or finding would in any way (a) question the corporate existence of the Issuer or the right of any of its officers to their respective offices, (b) prohibit, restrain, or enjoin the undertaking of the Project or the issuance, sale or delivery of the Bonds or (c) question or adversely affect the validity or enforceability of the Bonds, the Indenture or any other Issuer Documents.

This opinion is rendered as of the date hereof, and no opinion is expressed as to matters referred to herein on any subsequent date. All counsel to any of the parties to this transaction may rely on this opinion as if it were addressed specifically to them.

Very truly yours,

Briggs Norfolk LLP

By:


Jenifer R. Briggs

October 5, 2017

U.S. Bank National Association, as
Master Trustee and as Related Bond Trustee
(as defined in Supplemental Master Indenture
Number Four as defined herein)
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Corporate Trust Department

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

Re: Adirondack Medical Center Obligated Group Series Four

Ladies and Gentlemen:

We have acted as special counsel to Adirondack Medical Center (the “Institution”), the sole Member of and the Obligated Group Agent of the Adirondack Medical Center Obligated Group in connection with the Essex County Capital Resource Corporation’s (the “Issuer”) \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the “Bonds”).

Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the Master Indenture and Security Agreement dated as of November 1, 2012, by and among the Institution, on behalf of itself and future members of the Obligated Group, and Deutsche Bank Trust Company Americas as predecessor to U.S. Bank National Association (the “Master Trustee”) as supplemented and amended (the “Master Indenture”). This opinion is being delivered pursuant to Section 8.03 of the Master Indenture.

In connection with the opinions contained herein, we have, with your permission and without independent investigation, relied solely on the documents more particularly described on Schedule A annexed hereto and made a part hereof, and assumed that all factual matters contained in those documents are true and correct in all material respects as of the date hereof.

We have also made such investigations of law as we have deemed necessary or appropriate for the purposes of rendering this opinion.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 2
October 5, 2017

We have reviewed the searches identified in Schedule B hereto (collectively, the "Search Reports"), which, with your permission, we have relied upon in rendering the opinions (the "Opinions") herein without further review or investigation. We have not caused any other searches to be conducted in any other jurisdiction, including, without limitation, searches to determine whether there are any: (a) UCC financing statements, security interests, or liens (of any kind) on file against the Institution; (b) pending actions, suits, or proceedings against or involving the Institution; or (c) existing judgments against the Institution, except to the extent contained in the Search Reports. We have assumed that all factual matters contained in the Search Reports are true and correct in all material respects and that the search results therein would be the same as of the date hereof.

We have, with your permission, assumed the accuracy, completeness and genuineness of, and have relied entirely upon, without independent investigation, inquiry or analysis, the Diligence Documents as defined in Schedule A (except that we have no actual knowledge which would cause us to question any of the Diligence Documents), the Search Reports, the certificates, instruments, and documents of officers and other representatives of the Institution, public officials and others as we have deemed appropriate, and all of the representations and warranties of the Obligated Group Agent contained in or contemplated by the Transaction Documents as defined in Schedule A. We have not attempted to verify the validity or accuracy of, and have undertaken no independent investigation or review of, any factual matters relating to the Institution, or of the representations and warranties of the Institution contained in or contemplated by the Transaction Documents, the Diligence Documents or otherwise, or the accuracy or completeness of the Search Reports, and we assume the accuracy of the factual matters contained therein. Other than as set forth herein, we have not reviewed any other documents whether given in connection with the Transaction Documents or otherwise. To the extent any of such documents are referred to in the Transaction Documents, or are relevant to the opinions set forth herein, we have assumed, without inquiry or investigation, that each has been duly and properly authorized, executed and delivered, and that each copy is a true, complete and accurate copy of the original and that each is enforceable in accordance with its terms. We express no opinion on the contents of the Transaction Documents, except as specifically provided herein.

In connection with the Opinions expressed below, we have assumed, with your permission and without any independent inquiry or investigation by us, that: (i) each of the Transaction Documents, and any other documents given in connection with the transactions contemplated therein, has been duly and properly completed, authorized, executed and delivered by each party thereto (other than the Institution); (ii) each of the natural person signatories thereto is legally competent, and each signature thereon is genuine; (iii) each of the signatories of the parties has the legal capacity and power to execute and deliver such documents; (iv) the Transaction Documents are valid, binding, effective and enforceable against the parties thereto (other than the Institution) in accordance with their terms; (v) each of the parties to the Transaction Documents (other than the Institution) is validly existing and in good standing in the jurisdiction in which it is organized and has the power and authority to execute, deliver and perform each of its obligations under the Transaction Documents to which it is a

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 3
October 5, 2017

party and any other documents delivered in connection with the transactions contemplated therein; (vi) the terms and conditions of the transactions contemplated in the Transaction Documents have not been amended, modified or supplemented by any other agreement, understanding, waiver or otherwise; (vii) the Transaction Documents and the documents related thereto that are required to be filed or recorded under applicable law shall be duly, timely and properly filed, recorded and indexed in the proper recording and filing offices, with all fees and costs paid and the recording, filing and payment of fees and costs is not nor was it the responsibility of the opinion-giver herein; (viii) the Institution owns all right, title and interest in any property subject to the Transaction Documents (subject, however, to Permitted Liens (as defined in the Master Indenture)), and/or other liens and encumbrances permitted under the Transaction Documents); (ix) each of the parties to the Transaction Documents has acted in good faith, in a commercially reasonable manner, without having received any notice of any prior, conflicting or adverse claim, and in compliance with all applicable laws and regulations, and will continue to act in good faith, in a commercially reasonable manner and in compliance with all applicable laws and regulations; (x) valuable consideration has been or is being given for the security interests in the Property granted pursuant to or in connection with the Transaction Documents; (xi) there has not been any mutual mistake of fact or misunderstanding, fraud, dishonesty, forgery, duress or undue influence with respect to the Transaction Documents, the Diligence Documents and the transactions contemplated therein; (xii) the transfers contemplated by the Transaction Documents constitute transfers of Property that are permitted by and in compliance with the provisions of Article V of the Master Indenture; (xiii) the transactions contemplated by the Transaction Documents are in furtherance of the Institution's and the Obligated Group's corporate purposes and actively support or will support the Institution's and each member of the Obligated Group's lawful activities currently being conducted by each; (xiv) the Institution and no Member of the Obligated Group has taken any action or failed to take any action (or will take or fail to take any action) that impairs or adversely affects or jeopardizes (or would adversely affect or jeopardize) its status as (a) a New York not-for-profit corporation or (b) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code; (xv) each Board of Trustees and each Board of Directors, as applicable, of the Institution and each of the Members of the Obligated Group is (or was at the time of taking all actions through the date hereof) duly constituted in accordance with its respective Certificate of Incorporation, its Bylaws and applicable laws; (xvi) each member of each Board of Trustees and each Board of Directors, as applicable, of the Institution and each of the Members of the Obligated Group has been duly nominated and elected to serve in such capacity in accordance with the Certificates of Incorporation and Bylaws of the Institution and the respective Members of the Obligated Group; (xvii) the authorized representative signing the Transaction Documents on behalf of the Institution and/or each of the Members of the Obligated Group has been duly nominated and appointed to the office held by such person; (xviii) the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies; and (xix) all documents and certificates submitted to us which are dated other than the date of this opinion remain accurate through and including the date hereof.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 4
October 5, 2017

We rely upon and have assumed the accuracy and correctness of the opinions provided by Briggs & Norfolk, attorneys for the Issuer, Squire Patton Boggs (US) LLP, Bond Counsel, and Pillsbury Winthrop Shaw Pittman LLP, attorneys for the Master Trustee and the Related Bond Trustee in connection with this transaction, including but not limited to their opinion on the authority of the Issuer, the Master Trustee and the Related Bond Trustee to enter into the Transaction Documents to which they are a party and the other related documents, agreements and instruments contemplated thereby.

As used herein the terms:

1. “UCC” means, except where indicated otherwise, the Uniform Commercial Code in New York as in effect on the date hereof.

2. The phrases “to our knowledge”, “actual knowledge”, “to the best of our knowledge”, “to our attention” or words of similar import when used herein mean the conscious awareness of facts or other information of the attorneys of Rivkin Radler LLP, directly involved in negotiating the Transaction Documents which have been or are being executed and delivered simultaneously herewith and to the factual information contained in the Transaction Documents, the Diligence Documents and Search Reports. We have not undertaken any independent investigation, inquiry or analysis to determine the existence or absence of such facts (including, without limitation, as to any factual matters arising in connection with the Institution and any of the Members of the Obligated Group, the Transaction Documents, or otherwise), nor have we conducted a review of this firm’s files relating to the Institution or any of the Members of the Obligated Group, nor have we undertaken to review any files relating to transactions to which the Institution or the Members of the Obligated Group may be a party. No inference as to our knowledge or imputation of knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Institution or any of the Members of the Obligated Group on any other matter. In addition, we have not provided legal advice to the Institution or any of the Members of the Obligated Group and offer no opinion with respect to claims of professional liability (malpractice), claims of general liability relating to personal injury and property damage or labor matters, all of which may have been alleged against the Institution or any of the Members of the Obligated Group or that might be alleged against the Institution or any of the Members of the Obligated Group. While this firm has represented the Institution in other matters, our engagement has been limited to specific matters of a legal nature, and we may not have been consulted with respect to, and may be unaware of, matters that have a bearing on the opinions expressed herein.

We have also made such examinations of laws as we have deemed necessary in connection with this opinion letter. We express no opinion as to the applicable laws of any jurisdiction other than the

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 5
October 5, 2017

substantive law of the State of New York and of the law of the United States of America now in effect (except the Excluded Laws, as hereinafter defined) (the "Applicable Law").

Based on the assumptions, examinations, exceptions, qualifications and limitations set forth herein, it is our opinion that:

1. The Institution is a not-for-profit corporation duly incorporated, validly existing and, based solely upon the Institution's Good Standing Certificate, in good standing under the laws of the State of New York.

2. The Institution as the Obligated Group Agent has full corporate power and authority to execute and deliver the Transaction Documents.

3. The Transaction Documents have been duly authorized, executed and delivered and create legal, valid and enforceable obligations of the Institution (but with respect to Series Four Note only upon its authentication by the Master Trustee) in accordance with their terms, except as herein limited and/or qualified.

4. Neither the execution nor the delivery of the Transaction Documents, nor the consummation of the transactions on the part of the Institution therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes in any material respect the Institution's Certificate of Incorporation or the Institution's Bylaws.

In addition to the qualifications and assumptions set forth above, the Opinions are subject to the following qualifications and assumptions, to the extent applicable:

A. We express no opinion with respect to

- (i) the requirements of the UCC as to the perfection, continuation or termination of perfection of any security interest or as to the adequacy of the description of, the creation, attachment or priority of any security interest whether or not evidenced by any financing statements required by the Transaction Documents or in the Gross Revenues or in any Property or the existence of encumbrances or liens thereon; or
- (ii) (a) any laws, regulations, judgments, permits or orders with respect to environmental laws or matters, zoning, subdivision, building codes or other land use matters or requirements for construction at or operation (including, but not limited to, compliance with laws, statutes, and regulations generally applicable to the Institution's conduct of its business or as to consents, approvals, or other actions by federal or state regulatory authorities generally required for the conduct of the Institution's business) of the

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 6
October 5, 2017

Institution's Property including without limitation the Project Facility and any local building permits or approvals; (b) the priority of any liens, charges, security interests or encumbrances affecting any of the Institution's Property or any part thereof including the Project Facility (or the effectiveness of any remedy which is dependent upon the existence of title to the Property or the priority of any such lien, charge, security interest or encumbrance); or (c) the uses of the proceeds of the Bonds or the sufficiency of same to pay the costs of the Project or the ability of the Institution to pay the costs of the Project or to make any payment required by the Transaction Documents.

- B. We express no opinion as to those provisions of the Transaction Documents which purport to grant or perfect a security interest in the assets and property of the Institution or Members of the Obligated Group, including, without limitation, in governmental accounts or accounts receivable or governmental or regulatory permits or certificates, in an interest in or under any policy of insurance, in an interest in any deposit account, in trademarks, patents, copyrights or other property. We express no opinion with respect to (i) the title to or the rights or interests in any Property of any Member of the Obligated Group and the Gross Revenues, (ii) the adequacy of the description of the Property including the Gross Revenues, or (iii) the existence of encumbrances upon the Property or Gross Revenues.
- C. Our opinions set forth herein as to the validity, binding effect and enforceability of the Transaction Documents are also subject to the qualifications of the provisions of the Master Indenture pursuant to which each Member of the Obligated Group covenants and agrees to make payments upon any Obligation issued and outstanding under the Master Indenture, including the Series Four Note, that any such provisions may not be enforceable against a Member of the Obligated Group if such payment, loan or transfer: (i) is requested to be made by a Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, with respect to an Obligation which was issued for a purpose which is not consistent with the charitable purposes of the Member of the Obligated Group from which such payment, loan or transfer is requested; (ii) is requested to be made by a Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, with respect to such a payment, loan or transfer that violates charitable trust principles, which may vary from jurisdiction to jurisdiction, that are applicable to such Member; (iii) is requested to be made from any property of the Member of the Obligated Group from which such payment, loan or transfer is requested which is donor-restricted or subject to a direct, express or charitable trust which does not permit or limits the use of such property for such payment, loan or transfer; (iv) would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by the Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, from which such payment, loan or

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 7
October 5, 2017

transfer is requested; or (v) is requested to be made from the proceeds of a loan violating applicable usury laws.

- D. We express no opinion with respect to proceeds as to: (i) the effect of limitations under Section 9-315 of the UCC on the perfection of a security interest in proceeds; (ii) the rights of a person in possession of proceeds consisting of money or instruments (as defined in Section 9-102 of the UCC); and (iii) the rights of a purchaser of negotiable instruments or chattel paper (as defined in Section 9-102 of the UCC) to the extent provided in Sections 9-330 and 9-331 of the UCC.
- E. We express no opinion as to the enforceability of the security interests under the Transaction Documents in any item of the property subject thereto which is subject to any restriction on or prohibition against transfer contained in any security, instrument or document evidencing or relating to such item.
- F. Our opinions are further subject to Section 552 of Title 11 of the United States Code (“Bankruptcy Code”) with respect to any Accounts (as defined in the UCC) acquired subsequent to the commencement of a case under the Bankruptcy Code.
- G. We express no opinion as to the application of, and our Opinions above are subject to, the effect, if any, of any applicable laws pertaining to fraudulent conveyance, fraudulent transfer, fraudulent obligation or preferential transfer, any applicable bulk sale or transfer law, and any law governing the liquidation or dissolution of or the distribution of assets of, any person or entity.
- H. We express no opinion as to any representations, warranties or facts contained in any of the Transaction Documents or any other certificate or document, having assumed the completeness and accuracy thereof.
- I. We express no opinion as to whether the holder of the Transaction Documents must comply with any reporting requirement or file any tax returns with (or make any other filing) or pay any taxes to the State of New York in order for such holder to maintain any action in the courts of the State of New York to enforce any of the Transaction Documents.
- J. We express no opinion and assume no responsibility with respect to any financial statements of the Institution or the Obligated Group, or financial condition of any party, or any financial or statistical data referred to in any of the Transaction Documents or supplied in connection therewith or contained in any other material furnished by any party to the Transaction Documents. We have not conducted an audit or investigation of the assets, liabilities, operations or affairs of the Institution or any of the Members of the Obligated Group and,

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 8
October 5, 2017

therefore, do not render any opinion regarding same or the financial capability of the Institution or any of the Members of the Obligated Group to perform their respective obligations under the Transaction Documents. In addition, we are not providing any opinion on the compliance by the Institution or the Members of the Obligated Group with applicable laws, regulations and requirements as to their respective business operations and affairs and the possible effect non-compliance might have the Transaction Documents.

- K. We express no opinion with respect to the priority of the liens and security interests granted pursuant to the Transaction Documents, or to the right to require marshaling of assets by the Institution or any of the Members of the Obligated Group, or by holders of junior or parity liens or encumbrances affecting all or any part of any of such assets or the property.
- L. We express no opinion (except as specifically stated herein) with respect to the effect of any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, or other adjudicative authority apart from the Applicable Law in effect on the date hereof. Notwithstanding the foregoing, any reference to the Applicable Law expressly excludes any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, tribunal or other adjudicative authority or opinion relating to federal, state or local taxation or taxes, intellectual property laws, health laws (including, without limitation, such health laws relating to medical and nursing services) and related fraud and abuse provisions, pension, employee benefits laws, ERISA, zoning and building codes, land use, usury, environmental issues (including, without limitation, regarding asbestos or other hazardous substances), municipal laws or the laws of local agencies, insurance, banking, fiduciary duty requirements, margin regulations, corrupt practices, the Americans with Disabilities Act, or wetlands, occupational, safety, labor relations, unfair competition, antitrust, trade regulations or securities laws (including blue sky laws), or compliance with, or the effect on the Transaction Documents of, the Dodd-Frank Wall Street Reform and Consumer Protection Act or any regulations promulgated thereunder (collectively, the "Excluded Laws").
- M. Any assignment made by the Institution or any Member of the Obligated Group of its right, interest, title and privileges in and to any lease, sublease, letter of credit, guaranty, surety, agreement, permit, license, franchise, certificate, insurance policy, contract, subcontract, account or other document given as security pursuant to the Transaction Documents is subject to and limited by the terms and conditions of the respective documents, no independent review or investigation thereof having been made by us.
- N. We have assumed that the Issuer has complied with all state and federal laws and regulations applicable to it relating to the issuance of the Bonds.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 9
October 5, 2017

- O. We express no opinion as to whether or not the Related Bond Trustee or the Master Trustee shall be entitled to collect upon the continuance of an event of default any default interest rate, late charge, attorneys' fees and/or any other costs required to be paid as a result of an event of default as may be set forth in the Transaction Documents.
- P. We express no opinion as to whether any right to redeem, to valuation or appraisal, or to interpose a counterclaim may be waived or released by a stipulation to that effect in the Transaction Documents, or whether any waiver of the benefit of present or future laws will be enforceable.
- Q. We express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party.
- R. We express no opinion as to whether: (i) a rent receiver, without court order, can apply any monies it receives to pay any debt the Institution or the Members of the Obligated Group owe under the Transaction Documents; (ii) employment of a receiver will disqualify a person from serving as receiver; and (iii) the right to appointment of a receiver shall exist if the apparent value of the aforesaid property exceeds the amount owed by the Institution or the Members of the Obligated Group by a substantial amount.
- S. We express no opinion with regard to the enforceability of any provision contained in any Transaction Document: (i) purporting to grant a power of sale or right of non-judicial foreclosure or right of private sale, or a right to accelerate the maturity of the obligations as a consequence of any law or change of law enacted after the execution and delivery of the Transaction Documents ("Future Law"); or (ii) purporting to impose an obligation on the Institution or any Member of the Obligated Group to pay any sum of money that the Issuer, the Related Bond Trustee or the Master Trustee may become obligated to pay pursuant to and/or as a consequence of any Future Law.
- T. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Transaction Documents relating to indemnification.
- U. We express no opinion with regard to the validity, binding effect or enforceability of any provision in any of the Transaction Documents which purports to restrain the alienability of interests in property of the Institution or the Members of the Obligated Group or any other entity other than provisions which permit the Master Trustee to accelerate the repayment of the obligations if the property (or any portion thereof or interest therein) is transferred in violation of the restrictions contained in the Transaction Documents.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 10
October 5, 2017

- V. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Transaction Documents relating to the waiver of defenses available to a surety or guarantor.
- W. With respect to security interests in and liens on the collateral securing the obligations under the Transaction Documents, if any (the “Liens”), we express no opinion as to: (a) the validity, perfection or priority of the Liens as they relate to any interest in or claim in or under any policy of insurance (this exclusion is not in derogation of any rights the Bond Trustee, the Master Trustee or the Bank may have if named as loss payee on any such policy); (b) the validity or perfection of any Lien or the effect of any financing statement with respect to any collateral or as to which perfection is not achieved by the filing of a financing statement in the State of New York; (c) the validity, perfection or priority of any Lien in any permit, approval or other right or document that, by its terms, is not assignable or transferable or can be assigned or transferred only with consent; (d) the enforceability of the Lien on the Gross Revenues (as defined in the Master Indenture) to be paid pursuant to Medicare, Medicaid or other governmental programs; or (e) the continuation of perfection of a lien.
- X. We express no opinion regarding:
- (i) any provision of the Transaction Documents that purports to modify, amend, waive, or otherwise change any law, rule, regulation, judicial or other order or judgment of any court, mediator, arbitrator, or other adjudicative authority applicable to Insolvency Matters (as hereinafter defined);
 - (ii) a right to or availability of equitable remedies, including specific performance, injunctive relief, liquidated damages, estoppel, penalties, disclaimers, powers of attorney, appointment of receivers, the taking of possession of property by a party who is not the actual legal owner, self-help or remedies without adequate judicial process, and rescission;
 - (iii) a waiver, election, release, limitation, failure, or delay of rights and remedies and the exercise thereof by an aggrieved party;
 - (iv) a waiver, election, release, limitation, failure, or delay in seeking damages (including a waiver or limitation of the duty to mitigate damages) and of legal or equitable defenses (including counterclaims, set-offs, recoupments, offsets, and the like);
 - (v) contribution, payment obligations, and other provisions which may be set forth in the Transaction Documents that violate applicable laws or public policy, or that may be construed as requiring a party to pay or compensate a person in excess of actual and

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 11
October 5, 2017

- direct damages and for reasonably incurred actual and direct costs and expenses (including indemnification or reimbursement provisions applicable to any negligent acts or omissions of a person or any matters that are contrary to public policy);
- (vi) any provision which may be set forth in the Transaction Documents that purports to establish an evidentiary standard, enable a person to make conclusive determinations, enable a person to make decisions affecting any other person in one person's sole discretion, or requires any person to agree on a matter after execution and delivery of a definitive document;
 - (vii) any provision (1) to the effect that rights and remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy and does not preclude recourse to one or more other rights or remedies; (2) relating to the effect of invalidity or unenforceability of any provision of the Transaction Documents on the validity or enforceability of any other provision thereof; (3) requiring the payment of penalties, late charges, default interest, consequential damages, make-whole payments or liquidated damages; (4) which is in violation of public policy; (5) purporting to indemnify any person against his, her or its own negligence or intentional misconduct; (6) which provides that the terms of the Transaction Documents may not be waived or modified except in writing; (7) relating to any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum; or (8) which is determined, by a court or arbitrator, to be ambiguous; and
 - (viii) as to whether covenants or agreements in the Transaction Documents are separate and independent or mutually dependent legal matters.

The foregoing opinions to the extent applicable are qualified in their entirety to the extent that the same may be: (i) limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally (including, without limitation, any law pertaining to preferences and fraudulent transfers) (collectively, "Insolvency Matters"); (ii) subject to the limitation that the availability of any remedy, including specific performance or injunctive relief, is subject to the discretion of the court before which any proceeding therefore may be brought (i.e., in exercising such judicial discretion, a court, among other things, might not allow action to be taken based on a default deemed immaterial), may require further notices and/or the appointment of a receiver for the collateral prior to the Master Trustee's availing itself of its rights and remedies, or otherwise may be limited by the application of the doctrine forbidding clogging the equity of redemption; (iii) subject to general legal and equitable principles of public policy, good faith, commercial reasonableness, fair dealing and equity, as the same may be construed in the context of emerging judicial doctrines of lender liability or otherwise; (iv) subject to and limited by any public policy considerations or court decisions which may limit the right of the indemnified party

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 12
October 5, 2017

to obtain indemnification under the Transaction Documents, or as may be otherwise limited by federal or state laws or the policies underlying such laws; (v), the Related Bond Trustee's and Master Trustee's implied duty of good faith, and with respect to any collateral and their overriding duty to act, as to every aspect of any disposition thereof or realization thereon, in a commercially reasonable manner; (vi) the Related Bond Trustee's or the Master Trustee's failure to perfect their respective security interests; (vii) limited by or subject to laws concerning environmental effects or promulgated by environmental agencies, Racketeer Influenced and Corrupt Organizations ("RICO") statutes and tax laws; and (viii) limited by or subject to laws concerning recourse by creditors in security in the absence of notice and hearing.

We disclaim any opinion as to any ordinance, regulation, order, or other promulgation of any local or municipal governmental body or administrative authority within or outside the State of New York and any of the other Excluded Laws.

We assume no obligation to revise or supplement this opinion should any law be changed by legislative or regulatory action, judicial decision or otherwise. This opinion is given as of the date hereof and we assume no obligation to advise you of any changes which hereafter might come to our attention, even though such changes may affect a legal analysis, conclusion, informational confirmation or opinion set forth herein.

The opinions are provided to you as a legal opinion only and not as a policy of insurance, guaranty or warranty of the matters discussed herein.

This opinion is dated as of the date of the date given and is not to be interpreted or construed as an update or bring down opinion or reissuance of any prior opinion provided by this law firm in connection with any Obligation issued by the Obligated Group under the Master Indenture or with respect to any bond issuance or Indebtedness involving the Institution or the Obligated Group.

The opinions are intended solely for your benefit and, without our prior written consent, the opinions may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity other than you, and may not be quoted or copied in whole or in part or otherwise referred to in any report or document furnished to any person or entity.

Very truly yours,

RIVKIN RADLER LLP

Rivkin Radler LLP

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 13
October 5, 2017

SCHEDULE A

- (i) the Master Trust Indenture;
- (ii) the Supplemental Master Indenture Number Four, dated as of October 1, 2017, by and between the Institution for itself and as Obligated Group Agent on behalf of the Obligated Group, and the Master Trustee (the “Supplemental Indenture”), providing for the issuance the Series Four Note thereunder and under the Master Indenture;
- (iii) the Series Four Note, dated as of October 5, 2017, from the Institution to the Issuer;
- (iv) the General Certificate of the Institution with attachments, dated as of October 5, 2017 (the “General Certificate”);
- (v) the Certificate of Good Standing of the Institution issued by the Secretary of State of the State of New York on August 2, 2017 (“Good Standing Certificate”);
- (vi) a copy of the letter dated January 21, 1992, issued by the Internal Revenue Service with respect to the tax-exempt status of the Obligated Group Agent under the Internal Revenue Code of 1986, as amended (the “Code”), and the letter issued by the Internal Revenue Service on September 28, 2016, confirming the determination letter issued in January 1992 (the “Exemption Letter”);
- (vii) the letters issued by the New York State Department of Health dated January 26, 2016, October 7, 2016, April 19, 2017, June 5, 2017, and September 29, 2017, with respect to Certificate of Need Project No. 152092-C, and Construction Start Confirmation of the Hospital dated August 3, 2017;
- (viii) the General Certificate of an authorized officer of the Obligated Group Agent as sole member of the Obligated Group, with attachments, dated as of October 5, 2017 (the “Obligated Group Certificate”); and
- (ix) the Officer’s Certificate of the Obligated Group Agent, with attachments, dated as of October 5, 2017.

The documents listed in clauses (ii) through (iii) above are sometimes referred to collectively as the “Transaction Documents.” The documents listed in clauses (iv) through (ix) above are sometimes referred to collectively as the “Diligence Documents.”

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
Page 14
October 5, 2017

SCHEDULE B

Search Reports

1. New York State Secretary of State UCC-1 searches dated September 29, 2017, searching for Adirondack Medical Center and Adirondack Health.
2. Judgment, Tax and Lien searches prepared by Chicago Title Insurance Company for Essex County dated September 28, 2017; and Judgment, Tax and Lien searches prepared by Chicago Title Insurance Company for Franklin County dated September 28, 2017; all with respect to Adirondack Medical Center and Adirondack Health.
3. WebCivil Supreme case search results for Essex and Franklin County Supreme Courts, both dated September 26, 2017, and those matters listed in the Obligated Group Certificate.

October 5, 2017

U.S. Bank National Association, as Bond Trustee
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Corporate Trust Department

Essex County Capital Resource Corporation
7566 Court Street
P.O. Box 217
Elizabethtown, NY 12932

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

**Re: \$9,500,000 Multi-Mode Revenue Bonds
Adirondack Medical Center Essex County Project, Series 2017A**

Ladies and Gentlemen:

We have acted as special counsel to Adirondack Medical Center (the “Institution”) in connection with the Essex County Capital Resource Corporation’s (the “Issuer”) \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the “Bonds”).

Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the Master Indenture and Security Agreement dated as of November 1, 2012 (“Master Trust Indenture”) by and among the Institution, on behalf of itself and future members of the Obligated Group, and Deutsche Bank Trust Company Americas as predecessor to U.S. Bank National Association (the “Master Trustee”) as supplemented and amended (the “Master Indenture”) or, if not so defined therein, then the meanings ascribed thereto in the Trust Indenture dated as of October 1, 2017 (the “Bond Indenture”), by and between the Issuer and U.S. Bank National Association, as Bond Trustee (the “Bond Trustee”). This opinion is being delivered pursuant to Section 210 of the Bond Indenture.

In connection with the opinions contained herein, we have, with your permission and without independent investigation, relied solely on the documents more particularly described on Schedule A

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 2

annexed hereto and made a part hereof, and assumed that all factual matters contained in those documents are true and correct in all material respects as of the date hereof.

We have also made such investigations of law as we have deemed necessary or appropriate for the purposes of rendering this opinion.

We have reviewed the searches identified in Schedule B hereto (collectively, the "Search Reports"), which, with your permission, we have relied upon in rendering the opinions (the "Opinions") herein without further review or investigation. Other than the Search Reports, we have not caused any other searches to be conducted in any other jurisdiction, including, without limitation, searches to determine whether there are any: (a) UCC financing statements, security interests, or liens (of any kind) on file against the Institution or its properties; (b) pending actions, suits, or proceedings against or involving the Institution; or (c) existing judgments against the Institution, except to the extent contained in the Search Reports. We have assumed that all factual matters contained in the Search Reports are true and correct in all material respects and that the search results therein would be the same as of the date hereof.

We have, with your permission, assumed the accuracy, completeness and genuineness of, and have relied entirely upon, without independent investigation, inquiry or analysis, the Diligence Documents as defined in Schedule A (except that we have no actual knowledge which would cause us to question any of the Diligence Documents), the Search Reports, the certificates, instruments, and documents of officers and other representatives of the Institution, public officials and others as we have deemed appropriate, and all of the representations and warranties of the Institution contained in or contemplated by the Transaction Documents as defined in Schedule A. We have not attempted to verify the validity or accuracy of, and have undertaken no independent investigation or review of, any factual matters relating to the Institution, or of the representations and warranties of the Institution contained in or contemplated by the Transaction Documents, the Diligence Documents or otherwise, or the accuracy or completeness of the Search Reports, and we assume the accuracy of the factual matters contained therein. Other than as set forth herein, we have not reviewed any other documents whether given in connection with the Transaction Documents or otherwise. To the extent any of such documents are referred to in the Transaction Documents, or are relevant to the opinions set forth herein, we have assumed, without inquiry or investigation, that each has been duly and properly authorized, executed and delivered, and that each copy is a true, complete and accurate copy of the original and that each is enforceable in accordance with its terms. We express no opinion on the contents of the Transaction Documents, except as specifically provided herein.

In connection with the Opinions expressed below, we have assumed, with your permission and without any independent inquiry or investigation by us, that: (i) each of the Transaction Documents,

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 3

and any other documents given in connection with the transactions contemplated therein, has been duly and properly completed, authorized, executed and delivered by each party thereto (other than the Institution); (ii) each of the natural person signatories thereto is legally competent, and each signature thereon is genuine; (iii) each of the signatories of the parties has the legal capacity and power to execute and deliver such documents; (iv) the Transaction Documents are valid, binding, effective and enforceable against the parties thereto (other than the Institution) in accordance with their terms; (v) each of the parties to the Transaction Documents (other than the Institution) is validly existing and in good standing in the jurisdiction in which it is organized and has the power and authority to execute, deliver and perform each of its obligations under the Transaction Documents to which it is a party and any other documents delivered in connection with the transactions contemplated therein; (vi) the terms and conditions of the transactions contemplated in the Transaction Documents have not been amended, modified or supplemented by any other agreement, understanding, waiver or otherwise; (vii) the Transaction Documents and the documents related thereto that are required to be filed or recorded under applicable law shall be duly, timely and properly filed, recorded and indexed in the proper recording and filing offices, with all fees and costs paid and the recording, filing and payment of fees and costs is not nor was it the responsibility of the opinion-giver herein; (viii) the Institution owns all right, title and interest in any property subject to the Transaction Documents (subject, however, to Permitted Liens (as defined in the Master Indenture), Permitted Encumbrances (as defined in the Bond Indenture) and/or other liens and encumbrances permitted under the Transaction Documents); (ix) each of the parties to the Transaction Documents has acted in good faith, in a commercially reasonable manner, without having received any notice of any prior, conflicting or adverse claim, and in compliance with all applicable laws and regulations, and will continue to act in good faith, in a commercially reasonable manner and in compliance with all applicable laws and regulations; (x) valuable consideration has been or is being given for the security interests in the property granted pursuant to or in connection with the Transaction Documents; (xi) the Master Indenture and all documents executed and/or delivered in connection therewith from time to time (excluding the Institution Documents) were duly authorized, executed, made and delivered by the parties thereto and create a legal, valid and binding obligation of the Obligated Group (and all other parties thereto) enforceable against each in accordance with their terms, each Member of the Obligated Group had full corporate power and authority to execute and deliver the Master Indenture and all such documents executed and/or delivered in connection therewith from time to time (excluding the Institution Documents), and the Institution has full power and authority to appoint the Obligated Group Agent, and has appointed the Institution, as Obligated Group Agent, to execute and deliver, on behalf of the Obligated Group, the Supplemental Indenture Number Four and Series Four Note and such other agreements, instruments and certificates as may be required in connection with the transactions described therein; (xii) those conditions to incurring additional Indebtedness (as defined in the Master Indenture) pursuant to Section 5.01 of the Master Indenture have been satisfied in full and other sections of the Master Indenture as supplemented have been satisfied; (xiii) there has not been any

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 4

mutual mistake of fact or misunderstanding, fraud, dishonesty, forgery, duress or undue influence with respect to the Transaction Documents, the Diligence Documents and the transactions contemplated therein; (xiv) the transfers contemplated by the Transaction Documents constitute transfers of Property that are permitted by and in compliance with the provisions of Article V of the Master Indenture; (xv) the transactions contemplated by the Transaction Documents are in furtherance of the Institution's and the Obligated Group's corporate purposes and actively support or will support the Institution's and each member of the Obligated Group's lawful activities currently being conducted by each; (xvi) the Institution has not and no Member of the Obligated Group has taken any action or failed to take any action (or will take or fail to take any action) that impairs or adversely affects or jeopardizes (or would adversely affect or jeopardize) its status as (x) a New York not-for-profit corporation or (y) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code; (xvii) each member of the Board of Trustees and each member of the Board of Directors, as applicable, of the Institution and each of the Members of the Obligated Group is (or was at the time of taking all actions through the date hereof) duly constituted in accordance with its respective Certificate of Incorporation, its Bylaws and applicable laws; (xviii) each member of the Board of Trustees and the Board of Directors, as applicable, of the Institution and each of the Members of the Obligated Group has been duly nominated and elected to serve in such capacity in accordance with the Certificates of Incorporation and Bylaws of the Institution and the respective Members of the Obligated Group; (xix) the authorized representative signing the Transaction Documents on behalf of the Institution and/or each of the Members of the Obligated Group has been duly nominated and appointed to the office held by such person; (xx) the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies; and (xxi) all documents and certificates submitted to us which are dated other than the date of this opinion remain accurate through and including the date hereof.

We rely upon and have assumed the accuracy and correctness of the opinions provided by Briggs & Norfolk, attorneys for the Issuer, Squire Patton Boggs (US) LLP, Bond Counsel, and Pillsbury Winthrop Shaw Pittman LLP, attorneys for the Master Trustee and Bond Trustee in connection with this transaction, including but not limited to their opinion on the authority of the Issuer, the Master Trustee and Bond Trustee to enter into the Transaction Documents to which they are a party and the other related documents, agreements and instruments contemplated thereby.

As used herein the terms:

1. "UCC" means, except where indicated otherwise, the Uniform Commercial Code in New York as in effect on the date hereof.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 5

2. The phrases “to our knowledge”, “actual knowledge”, “to the best of our knowledge”, “to our attention” or words of similar import when used herein mean the conscious awareness of facts or other information of the attorneys of Rivkin Radler LLP directly involved in negotiating the Transaction Documents which have been or are being executed and delivered simultaneously herewith and of the factual information contained in the Transaction Documents, Diligence Documents and Search Reports. We have not undertaken any independent investigation, inquiry or analysis to determine the existence or absence of such facts (including, without limitation, as to any factual matters arising in connection with the Institution and any of the Members of the Obligated Group, the Transaction Documents, or otherwise), nor have we conducted a review of this firm’s files relating to the Institution or any of the Members of the Obligated Group, nor have we undertaken to review any files relating to transactions to which the Institution or the Members of the Obligated Group may be a party. No inference as to our knowledge of or imputation of knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Institution or any of the Members of the Obligated Group on any other matter. In addition, we have not provided legal advice to the Institution or any of the Members of the Obligated Group and offer no opinion with respect to claims of professional liability (malpractice), claims of general liability relating to personal injury and property damage or labor matters, all of which may have been alleged against the Institution or any of the Members of the Obligated Group or that might be alleged against the Institution or any of the Members of the Obligated Group. While this firm has represented the Institution in other matters, our engagement has been limited to specific matters of a legal nature, and we may not have been consulted with respect to, and may be unaware of, matters that have a bearing on the opinions expressed herein.

We have also made such examinations of laws as we have deemed necessary in connection with this opinion letter. We express no opinion as to the applicable laws of any jurisdiction other than the substantive law of the State of New York now in effect (except the Excluded Laws, as hereinafter defined) (the “Applicable Law”).

Based on the assumptions, examinations, exceptions, qualifications and limitations set forth herein, it is our opinion that:

1. The Institution is a not-for-profit corporation duly incorporated, validly existing and, based solely upon the Good Standing Certificate, in good standing under the laws of the State of New York.
2. The Institution has full corporate power and authority to execute and deliver the Institution Documents.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 6

3. The Institution Documents have been duly authorized, executed and delivered, and create legal, valid and enforceable obligations of the Institution in accordance with their terms, except as herein limited and/or qualified.
4. Neither the execution nor the delivery of the Institution Documents, nor the consummation of the transactions on the part of the Institution therein contemplated, nor compliance with the terms, conditions or provisions thereof contravenes in any material respect the Institution's Certificate of Incorporation or the Institution's Bylaws, nor, based solely on the Diligence Documents and to the best of our knowledge, any material order, decree, writ or injunction applicable to the Institution, nor based solely upon the Diligence Documents (except as disclosed therein) and to the best of our knowledge, requires consent under nor will result in a material breach of or constitute with notice of lapse of time or both a default under any material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Institution is a party or by which the Institution may be bound or affected, which has not been obtained; provided, however, no opinion provided by the foregoing shall be construed or interpreted as an opinion by us that the Institution is in compliance with any Applicable Law with respect to any such material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Institution is a party or by which the Institution may be bound or affected, and no independent review or investigation thereof has been made by us.
5. The Institution is an organization described in Section 501(c)(3) of the Code as evidenced by the Exemption Letter and, to the best of our knowledge and based solely on the Transaction Documents and the Diligence Documents and to the best of our knowledge, the Exemption Letter has not been modified, limited or revoked and the Institution is exempt from federal income tax under Section 501(a) of the Code.
6. Based solely on the Search Reports and the Diligence Documents and except as disclosed therein and to the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or other governmental instrumentality, pending or threatened, which can reasonably be expected to have materially adverse effect on the transactions contemplated by the Institution Documents.

In addition to the qualifications and assumptions set forth above, the Opinions are subject to the following qualifications and assumptions, to the extent applicable:

- A. We express no opinion with respect to
 - (i) the requirements of the UCC as to the perfection, continuation or termination of perfection of any security interest (except as specifically stated herein) or as to the adequacy of the

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 7

description of, the creation, attachment or priority of any security interest evidenced by any financing statements required by the Transaction Documents or in the Gross Revenues or the existence of encumbrances thereon; or

- (ii) (a) any laws, regulations, judgments, permits or orders with respect to environmental laws or matters, zoning, subdivision, building codes or other land use matters or requirements for construction at or operation (including, but not limited to, compliance with laws, statutes, and regulations generally applicable to the Institution's conduct of its business or as to consents, approvals, or other actions by federal or state regulatory authorities generally required for the conduct of the Institution's business) of the Institution's Property, including without limitation the Project Facility and the issuance or non-issuance of any local building permits or approvals for the Project Facility; (b) the priority of any liens, charges, security interests or encumbrances affecting any of the Institution's Property or any part thereof including the Project Facility (or the effectiveness of any remedy which is dependent upon the existence of title to the Property or the priority of any such lien, charge, security interest or encumbrance); or (c) the uses of the proceeds of the Bonds or the sufficiency of same to pay the costs of the Project or the ability of the Institution to pay the costs of the Project or to make any payment required by the Transaction Documents.

- B. We express no opinion as to those provisions of the Transaction Documents which purport to grant or perfect a security interest in the assets and property of the Institution or Members of the Obligated Group, including, without limitation, in governmental accounts or accounts receivable or governmental or regulatory permits or certificates, in an interest in or under any policy of insurance, in an interest in any deposit account, in trademarks, patents, copyrights or other property. We express no opinion with respect to (i) the title to or the rights or interests in any Property of the Institution or any member of the Obligated Group and the Gross Revenues, (ii) the adequacy of the description of the Institution's Property, or (iii) the existence of encumbrances upon the Institution's Property or Gross Revenues.
- C. Our opinions set forth herein as to the validity, binding effect and enforceability of the Institution Documents are also subject to the qualifications of the provisions of the Institution Documents, may not be enforceable if any provision in the Institution Documents (whether or not incorporated by reference to other Transaction Documents provisions) with respect to a payment, loan or transfer: (i) is requested to be made by a Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, with respect to an Obligation which was issued for a purpose which is not consistent with the charitable purposes of the Member of the Obligated Group from which such payment, loan or transfer is requested; (ii) is requested to be made by a Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, with respect to such a payment,

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 8

loan or transfer that violates charitable trust principles, which may vary from jurisdiction to jurisdiction, that are applicable to such Member; (iii) is requested to be made from any property of the Member of the Obligated Group from which such payment, loan or transfer is requested which is donor-restricted or subject to a direct, express or charitable trust which does not permit or limits the use of such property for such payment, loan or transfer; (iv) would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by the Member of the Obligated Group, other than the Member of the Obligated Group for whose benefit such Obligation was issued, from which such payment, loan or transfer is requested; or (v) is requested to be made from the proceeds of a loan violating applicable usury laws.

- D. We express no opinion with respect to proceeds as to: (i) the effect of limitations under Section 9-315 of the UCC on the perfection of a security interest in proceeds; (ii) the rights of a person in possession of proceeds consisting of money or instruments (as defined in Section 9-102 of the UCC); and (iii) the rights of a purchaser of negotiable instruments or chattel paper (as defined in Section 9-102 of the UCC) to the extent provided in Sections 9-330 and 9-331 of the UCC.
- E. We express no opinion as to the enforceability of any security interests under the Transaction Documents in any item of the property subject thereto which is subject to any restriction on or prohibition against transfer contained in any security, instrument or document evidencing or relating to such item.
- F. Our opinions are further subject to Section 552 of Title 11 of the United States Code ("Bankruptcy Code") with respect to any Accounts (as defined in the UCC) acquired subsequent to the commencement of a case under the Bankruptcy Code. Furthermore, we express no opinion with respect to any collateral subject to a security interest after the date hereof, as to: (i) interests created by predecessors in title to such property; or (ii) Section 552 of the Bankruptcy Code, under which a bankruptcy court has discretion as to the extent to which post-petition proceeds may be subject to a lien arising from a security agreement entered into by a debtor before the commencement of its bankruptcy case.
- G. We express no opinion as to the application of, and our Opinions are subject to, the effect, if any, of any applicable laws pertaining to fraudulent conveyance, fraudulent transfer, fraudulent obligation or preferential transfer, any applicable bulk sale or transfer law, and any law governing the liquidation or dissolution of or the distribution of assets of, any person or entity.
- H. We express no opinion as to any representations, warranties or facts contained in any of the Transaction Documents or any other certificate or document, having assumed the completeness and accuracy thereof.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 9

- I. We express no opinion as to whether the holder of the Transaction Documents must comply with any reporting requirement or file any tax returns with (or make any other filing) or pay any taxes to the State of New York in order for such holder to maintain any action in the courts of the State of New York to enforce any of the Transaction Documents.
- J. We express no opinion and assume no responsibility with respect to any financial statements of the Institution or the Obligated Group, or financial condition of any party, or any financial or statistical data referred to in any of the Transaction Documents or supplied in connection therewith or contained in any other material furnished by any party to the Transaction Documents. We have not conducted an audit or investigation of the assets, liabilities, operations or affairs of the Institution or any of the Members of the Obligated Group and, therefore, do not render any opinion regarding same or the financial capability of the Institution or any of the Members of the Obligated Group to perform their respective obligations under the Transaction Documents. In addition, we are not providing any opinion on the compliance by the Institution or the Members of the Obligated Group with applicable laws, regulations and requirements as to their respective business operations and affairs and the possible effect non-compliance might have the Transaction Documents.
- K. We express no opinion with respect to the priority of the liens and security interests granted pursuant to the Transaction Documents, or to the right to require marshaling of assets by the Institution or any of the Members of the Obligated Group, or by holders of junior or parity liens or encumbrances affecting all or any part of any of such assets or the property.
- L. We express no opinion (except as specifically stated herein) with respect to the effect of any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, or other adjudicative authority apart from the Applicable Law in effect on the date hereof. Notwithstanding the foregoing, any reference to the Applicable Law expressly excludes any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, tribunal or other adjudicative authority or opinion relating to federal, state or local taxation or taxes, intellectual property laws, health laws (including, without limitation, such health laws relating to medical and nursing services) and related fraud and abuse provisions, pension, employee benefits laws, ERISA, zoning and building code issues, land use, usury, environmental issues (including, without limitation, regarding asbestos or other hazardous substances), municipal laws or the laws of local agencies, insurance, banking, fiduciary duty requirements, margin regulations, corrupt practices, the Americans with Disabilities Act, or wetlands, occupational, safety, labor relations, unfair competition, antitrust, trade regulations or securities laws (including blue sky laws), or compliance with, or the effect on the Transaction Documents of, the Dodd-Frank Wall Street Reform and Consumer Protection Act or any regulations promulgated thereunder (collectively, the "Excluded Laws").

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 10

- M. Any assignment made by the Institution or any Member of the Obligated Group of its right, interest, title and privileges in and to any lease, sublease, letter of credit, guaranty, surety, agreement, permit, license, franchise, certificate, insurance policy, contract, subcontract, account or other document given as security pursuant to the Transaction Documents is subject to and limited by the terms and conditions of the respective documents, no independent review or investigation thereof having been made by us.
- N. We have assumed that the Issuer has complied with all state and federal laws and regulations applicable to it relating to the issuance of the Bonds.
- O. We express no opinion as to whether or not the Issuer, the Bond Trustee, on behalf of the Bondholders, the Bank or the Master Trustee shall be entitled to collect upon during the continuance of an event of default any default interest rate, late charge, attorneys' fees and/or any other costs required to be paid as a result of an event of default as may be set forth in the Transaction Documents.
- P. We express no opinion as to whether any right to redeem, to valuation or appraisal, or to interpose a counterclaim may be waived or released by a stipulation to that effect in the Transaction Documents, or whether any waiver of the benefit of present or future laws will be enforceable.
- Q. We express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party.
- R. We express no opinion as to whether: (i) a rent receiver, without court order, can apply any monies it receives to pay any debt the Institution or the Members of the Obligated Group owe under the Transaction Documents; (ii) employment of a receiver will disqualify a person from serving as receiver; and (iii) the right to appointment of a receiver shall exist if the apparent value of the aforesaid property exceeds the amount owed by the Institution or the Members of the Obligated Group by a substantial amount.
- S. We express no opinion with regard to the enforceability of any provision contained in any Transaction Document: (i) purporting to grant a power of sale or right of non-judicial foreclosure or right of private sale, or a right to accelerate the maturity of the obligations as a consequence of any law or change of law enacted after the execution and delivery of the Transaction Documents ("Future Law"); or (ii) purporting to impose an obligation on the Institution or any Member of the Obligated Group to pay any sum of money that the Issuer, the

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 11

Bond Trustee, the Bank or the Master Trustee may become obligated to pay pursuant to and/or as a consequence of any Future Law.

- T. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Transaction Documents relating to indemnification.
- U. We express no opinion with regard to the validity, binding effect or enforceability of any provision in any of the Transaction Documents which purports to restrain the alienability of interests in property of the Institution or the Members of the Obligated Group or any other entity other than provisions which permit the Master Trustee to accelerate the repayment of the obligations if the property (or any portion thereof or interest therein) is transferred in violation of the restrictions contained in the Transaction Documents.
- V. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Transaction Documents relating to the waiver of defenses available to a surety or guarantor.
- W. We express no opinion regarding:
 - (i) any provision of the Transaction Documents that purports to modify, amend, waive, or otherwise change any law, rule, regulation, judicial or other order or judgment of any court, mediator, arbitrator, or other adjudicative authority applicable to Insolvency Matters (as hereinafter defined);
 - (ii) a right to or availability of equitable remedies, including specific performance, injunctive relief, liquidated damages, estoppel, penalties, disclaimers, powers of attorney, appointment of receivers, the taking of possession of property by a party who is not the actual legal owner, self-help or remedies without adequate judicial process, and rescission;
 - (iii) a waiver, election, release, limitation, failure, or delay of rights and remedies and the exercise thereof by an aggrieved party;
 - (iv) a waiver, election, release, limitation, failure, or delay in seeking damages (including a waiver or limitation of the duty to mitigate damages) and of legal or equitable defenses (including counterclaims, set-offs, recoupments, offsets, and the like);
 - (v) contribution, payment obligations, and other provisions which may be set forth in the Transaction Documents that violate applicable laws or public policy, or that may be construed as requiring a party to pay or compensate a person in excess of actual and direct damages and for reasonably incurred actual and direct costs and expenses (including

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 12

indemnification or reimbursement provisions applicable to any negligent acts or omissions of a person or any matters that are contrary to public policy);

- (vi) any provision which may be set forth in the Transaction Documents that purports to establish an evidentiary standard, enable a person to make conclusive determinations, enable a person to make decisions affecting any other person in one person's sole discretion, or requires any person to agree on a matter after execution and delivery of a definitive document;
 - (vii) any provision (1) to the effect that rights and remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy and does not preclude recourse to one or more other rights or remedies; (2) relating to the effect of invalidity or unenforceability of any provision of the Transaction Documents on the validity or enforceability of any other provision thereof; (3) requiring the payment of penalties, late charges, default interest, consequential damages, make-whole payments or liquidated damages; (4) which is in violation of public policy; (5) purporting to indemnify any person against his, her or its own negligence or intentional misconduct; (6) which provides that the terms of the Transaction Documents may not be waived or modified except in writing; (7) relating to any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum; or (8) which is determined, by a court or arbitrator, to be ambiguous; and
 - (viii) as to whether covenants or agreements in the Transaction Documents are separate and independent or mutually dependent legal matters.
- X. With respect to security interests in and liens on the collateral securing the obligations under the Transaction Documents, if any (the "Liens"), we express no opinion as to: (a) the validity, perfection or priority of the Liens as they relate to any interest in or claim in or under any policy of insurance (this exclusion is not in derogation of any rights the Bond Trustee, the Master Trustee or the Bank may have if named as loss payee on any such policy); (b) the validity or perfection of any Lien or the effect of any financing statement or as to which perfection is not achieved by the filing of a financing statement in the State of New York; (c) the validity, perfection or priority of any Lien in any permit, approval or other right or document that, by its terms, is not assignable or transferable or can be assigned or transferred only with consent; (d) the enforceability of the Lien on the Gross Revenues (as defined in the Master Indenture) to be paid pursuant to Medicare, Medicaid or other governmental programs; or (e) the continuation of perfection of a lien.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 13

The foregoing opinions to the extent applicable are qualified in their entirety to the extent that the same may be: (i) limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally (including, without limitation, any law pertaining to preferences and fraudulent transfers) (collectively, "Insolvency Matters"); (ii) subject to the limitation that the availability of any remedy, including specific performance or injunctive relief, is subject to the discretion of the court before which any proceeding therefore may be brought (i.e., in exercising such judicial discretion, a court, among other things, might not allow action to be taken based on a default deemed immaterial), may require further notices and/or the appointment of a receiver for the collateral prior to the Master Trustee's availing itself of its rights and remedies, or otherwise may be limited by the application of the doctrine forbidding clogging the equity of redemption; (iii) subject to general legal and equitable principles of public policy, good faith, commercial reasonableness, fair dealing and equity, as the same may be construed in the context of emerging judicial doctrines of lender liability or otherwise; (iv) subject to and limited by any public policy considerations or court decisions which may limit the right of the indemnified party to obtain indemnification under the Transaction Documents, or as may be otherwise limited by federal or state laws or the policies underlying such laws; (v) the Bank's, the Bond Trustee's and Master Trustee's implied duty of good faith, and with respect to any collateral and their overriding duty to act, as to every aspect of any disposition thereof or realization thereon, in a commercially reasonable manner; (vi) the Bond Trustee's or the Master Trustee's failure to perfect their respective security interests; (vii) limited by or subject to laws concerning environmental effects or promulgated by environmental agencies, Racketeer Influenced and Corrupt Organizations ("RICO") statutes and tax laws; and (viii) limited by or subject to laws concerning recourse by creditors in security in the absence of notice and hearing.

We disclaim any opinion as to any ordinance, regulation, order, or other promulgation of any local or municipal governmental body or administrative authority within or outside the State of New York and any of the other Excluded Laws.

We assume no obligation to revise or supplement this opinion should any law be changed by legislative or regulatory action, judicial decision or otherwise. This opinion is given as of the date hereof and we assume no obligation to advise you of any changes which hereafter might come to our attention, even though such changes may affect a legal analysis, conclusion, informational confirmation or opinion set forth herein.

The opinions are provided to you as a legal opinion only and not as a policy of insurance, guaranty or warranty of the matters discussed herein.

This opinion is dated as of the date of the date given and is not to be interpreted or construed as an update or bring down opinion or reissuance of any prior opinion provided by this law firm in

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 14

connection with any Obligation issued by the Obligated Group under the Master Indenture or with respect to any bond issuance or Indebtedness involving the Institution or the Obligated Group.

The opinions are intended solely for your benefit and, without our prior written consent, the opinions may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity other than you, and may not be quoted or copied in whole or in part or otherwise referred to in any report or document furnished to any person or entity.

Very truly yours,

RIVKIN RADLER LLP

Rivkin Radler LLP

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 15

SCHEDULE A

- (i) the Loan Agreement dated as of October 1, 2017, by and between the Issuer and the Institution (the “Loan Agreement”);
- (ii) the Continuing Covenants Agreement between the Institution and Compass Mortgage Corporation (the “Bank”), dated as of October 5, 2017;
- (iii) the Bond Purchase Agreement by and among the Institution, the Issuer and the Bank, dated as of October 5, 2017;
- (iv) the Tax Certificate and Agreement, dated as of October 5, 2017, from the Institution for the benefit of the Issuer and the Bond Trustee;
- (v) the Master Indenture;
- (vi) the Supplemental Master Indenture Number Four, dated as of October 1, 2017, by and between the Institution for itself and as Obligated Group Agent on behalf of the Obligated Group, and the Master Trustee (the “Supplemental Indenture”), providing for the issuance the Series Four Note thereunder and under the Master Indenture;
- (vii) the Series Four Note, dated as of October 5, 2017 (the “Note”), from the Institution to the Issuer;
- (viii) the Trust Indenture dated as of October 1, 2017, between the Issuer and the Trustee, as acknowledged by the Institution (the “Indenture”);
- (ix) the General Certificate of the Institution with attachments, dated as of October 5, 2017 (the “General Certificate”);
- (x) the Certificate of Good Standing of the Institution issued by the Secretary of State of the State of New York on August 2, 2017 (“Good Standing Certificate”);
- (xi) a copy of the letter dated January 21, 1992, issued by the Internal Revenue Service with respect to the tax-exempt status of the Institution under the Internal Revenue Code of 1986, as amended (the “Code”), and the letter issued by the Internal Revenue Service on September 28, 2016, confirming the determination letter issued in January 1992 (the “Exemption Letter”);

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 16

- (xii) the letters issued by the New York State Department of Health dated January 26, 2016, October 7, 2016, April 19, 2017, June 5, 2017, and September 29, 2017, with respect to Certificate of Need Project No. 152092-C, and the Construction Start Confirmation of the Hospital dated August 3, 2017;
- (xiii) the General Certificate of an authorized officer of the Institution as sole member of the Obligated Group, with attachments, dated October 5, 2017 (the “Obligated Group Certificate”);
- (xiv) the Officer’s Certificate of the Obligated Group Agent, with attachments, dated October 5, 2017; and
- (xv) the Secretary’s Certificate of the Institution dated October 5, 2017.

The documents listed in clauses (i) through (v) above are sometimes referred to collectively as the “Institution Documents,” and the Institution Documents with the Indenture, the Supplemental Indenture and the Note are sometimes referred to collectively herein as the “Transaction Documents.” The documents listed in clauses (ix) through (xv) above are sometimes referred to collectively as the “Diligence Documents.”

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Company
Essex County Capital Resource Corporation
October 5, 2017
Page 17

SCHEDULE B

Search Reports

1. New York State Secretary of State UCC-1 searches dated September 29, 2017, searching for Adirondack Medical Center and Adirondack Health.
2. Judgment, Tax and Lien searches prepared by Chicago Title Insurance Company for Franklin County dated September 28, 2017; and Judgment, Tax and Lien searches prepared by Chicago Title Insurance Company for Essex County dated September 28, 2017; all with respect to Adirondack Medical Center and Adirondack Health.
3. WebCivil Supreme case search results for Essex and Franklin County Supreme Courts, both dated September 26, 2017, and those matters listed in the Obligated Group Certificate.

October 5, 2017

U.S. Bank National Association, as
Master Trustee
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Corporate Trust Department

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

**Re: Guaranty Agreement dated as of October 5, 2017,
Between Adirondack Medical Center Foundation and
U.S. Bank National Association, as Master Trustee**

Ladies and Gentlemen:

We have acted as special counsel to Adirondack Medical Center Foundation (the “Foundation”) in connection with the Guaranty Agreement dated as of October 5, 2017 (the “Guaranty”) between the Foundation and U.S. Bank National Association, as master trustee (the “Master Trustee”) under that certain Master Indenture and Security Agreement, dated as of November 1, 2012 by and among Adirondack Medical Center (the “Institution”) on behalf of itself and future members of the Adirondack Medical Center Obligated Group and Deutsche Bank Trust Company Americas as predecessor to U.S. Bank National Association, as Master Trustee (as supplemented and amended, the “Master Indenture”).

Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the Master Indenture or if not so defined therein, then the meanings ascribed thereto in the Guaranty.

As to questions of fact material to our opinion, we have examined and relied solely upon the following documents without having made any independent investigation of the facts:

- (i) the Guaranty;
- (ii) the General Certificate of the Foundation dated October 5, 2017 (the “General Certificate”);

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 2

- (iii) the Certificate of the Secretary of the Foundation dated October 5, 2017, with respect to the corporate proceedings of the Foundation, its Certificate of Incorporation, as amended to the date hereof, and its Bylaws as amended to the date hereof (“Secretary Certificate”);
- (iv) the Certificate of the Secretary of the Institution, as the sole member of the Foundation, dated October 5, 2017, with respect to the corporate proceeding of the Institution, its Certificate of Incorporation, as amended to the date hereto, and its Bylaws as amended to the date hereto (“Institution Secretary Certificate”); and
- (v) the Certificate of Good Standing of the Foundation issued by the Secretary of State of the State of New York on August 2, 2017 (“Good Standing Certificate”).

The documents listed in clauses numbered (ii) through (v) above are herein referred to as the “Related Documents.”

We have also made such investigations of law as we have deemed necessary or appropriate for the purposes of rendering this opinion.

We have reviewed the searches identified in Schedule A hereto (collectively, the “Search Reports”), which, with your permission, we have relied upon in rendering the opinions (the “Opinions”) herein without further review or investigation. We have not caused any searches other than the Search Reports to be conducted in any jurisdiction, including, without limitation, searches to determine whether there are any: (a) UCC financing statements, security interests, or liens (of any kind) on file against the Foundation or its properties; (b) pending actions, suits, or proceedings against or involving the Foundation; or (c) existing judgments against the Foundation. We have assumed that all factual matters contained in the above referenced certificates are true and correct in all material respects and that the search results therein would be the same as of the date hereof.

We have, with your permission, assumed the accuracy, completeness and genuineness of, and have relied entirely upon, without independent investigation, inquiry or analysis, the certificates referred to above (except that we have no actual knowledge which would cause us to question any of the certificates), and all of the representations and warranties of the Foundation contained in or contemplated by the Guaranty. We have not attempted to verify the validity or accuracy of, and have undertaken no independent investigation or review of, any factual matters relating to the Foundation, or of the representations and warranties of the Foundation contained in or contemplated by the General Certificate, the Secretary Certificate, the Guaranty or otherwise, or the accuracy or completeness of the Good Standing Certificate, and we assume the accuracy of the factual matters contained therein and those in the Institution Secretary Certificate. Other than as set forth herein, we have not reviewed any

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 3

other documents whether given in connection with the Guaranty or otherwise. To the extent any of such documents are referred to in the Guaranty, or are relevant to the opinions set forth herein, we have assumed, without inquiry or investigation, that each has been duly and properly authorized, executed and delivered, and that each copy is a true, complete and accurate copy of the original and that each is enforceable in accordance with its terms. We express no opinion on the contents of the Guaranty, except as specifically provided herein.

In connection with the Opinions expressed below, we have assumed, with your permission and without any independent inquiry or investigation by us, that: (i) the Guaranty, and any other documents given in connection with the transactions contemplated therein, has been duly and properly completed, authorized, executed and delivered by each party thereto (other than the Foundation); (ii) each of the natural person signatories thereto is legally competent, and each signature thereon is genuine; (iii) each of the signatories of the parties has the legal capacity and power to execute and deliver such documents; (iv) the Guaranty is valid, binding, effective and enforceable against the parties thereto (other than the Foundation) in accordance with their terms; (v) each of the parties to the Guaranty (other than the Foundation) is validly existing and in good standing in the jurisdiction in which it is organized and has the power and authority to execute, deliver and perform each of its obligations under the Guaranty to which it is a party and any other documents delivered in connection with the transactions contemplated therein; (vi) the terms and conditions of the transactions contemplated in the Guaranty have not been amended, modified or supplemented by any other agreement, understanding, waiver or otherwise; (vii) the Guaranty and the documents related thereto that are required to be filed or recorded under applicable law shall be duly, timely and properly filed, recorded and indexed in the proper recording and filing offices, with all fees and costs paid and the recording, filing and payment of fees and costs is not nor was it the responsibility of the opinion-giver herein; (viii) the Foundation owns all right, title and interest in its properties (subject, however, to liens and encumbrances permitted under the Guaranty); (ix) each of the parties to the Guaranty has acted in good faith, in a commercially reasonable manner, without having received any notice of any prior, conflicting or adverse claim, and in compliance with all applicable laws and regulations, and will continue to act in good faith, in a commercially reasonable manner and in compliance with all applicable laws and regulations; (x) valuable consideration has been given to the Institution in connection with the Master Indenture, the Supplemental Master Indenture Number Four dated as of October 2, 2017, by and between the Institution for itself and as Obligated Group Agent on behalf of the Obligated Group, and the Master Trustee (the "Supplemental Indenture"), providing for the issuance of the Series Four Note thereunder and under the Master Indenture (the "Note"), and all documents executed and/or delivered in connection therewith; (xi) there has not been any mutual mistake of fact or misunderstanding, fraud, dishonesty, forgery, duress or undue influence with respect to the Guaranty and the transactions contemplated therein; (xii) the transactions contemplated by the Guaranty are in furtherance of the Foundation's corporate purposes and actively support or will support the Institution's and the Foundation's lawful activities currently being conducted by each;

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 4

(xiii) the Foundation has not taken any action or failed to take any action (or will take or fail to take any action) that impairs or adversely affects or jeopardizes (or would adversely affect or jeopardize) its status as (a) a New York not-for-profit corporation or (b) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code; (xiv) the Boards of Trustees of the Foundation and of the Institution are (or were at the time of taking all actions through the date hereof) duly constituted in accordance with its respective Certificate of Incorporation, its Bylaws and applicable laws; (xv) each member of each Board of Trustees of the Foundation and of the Institution has been duly nominated and elected to serve in such capacity in accordance with the Certificates of Incorporation and Bylaws of the Foundation and the Institution; (xvi) the authorized representative signing the Guaranty on behalf of the Foundation has been duly nominated and appointed to the office held by such person; (xvii) the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies; and (xviii) all documents and certificates submitted to us which are dated other than the date of this opinion remain accurate through and including the date hereof.

As used herein the terms:

1. "UCC" means, except where indicated otherwise, the Uniform Commercial Code in New York as in effect on the date hereof.

2. The phrases "to our knowledge", "actual knowledge", "to the best of our knowledge", "to our attention" or words of similar import when used herein mean the conscious awareness of facts or other information of the attorneys of Rivkin Radler LLP directly involved in negotiating the Guaranty which has been or is being executed and delivered simultaneously herewith and of the factual information contained in the Guaranty, the Related Documents and the Search Reports. We have not undertaken any independent investigation, inquiry or analysis to determine the existence or absence of such facts (including, without limitation, as to any factual matters arising in connection with the Foundation, the Institution, the Guaranty, or otherwise), nor have we conducted a review of this firm's files relating to the Foundation or the Institution or the Members of the Obligated Group, nor have we undertaken to review any files relating to transactions to which the Foundation or the Institution or the Members of the Obligated Group may be a party. No inference as to our knowledge or imputation of knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Institution or the Foundation on any other matter. In addition, we have not provided legal advice to the Institution or the Foundation and offer no opinion with respect to claims of professional liability (malpractice), claims of general liability relating to personal injury and property damage or labor matters, all of which may have been alleged against the Institution or the Foundation or that might be alleged against the Institution or the Foundation. While this firm has represented the Institution and the Foundation in other matters, our engagement has been limited to

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 5

specific matters of a legal nature, and we may not have been consulted with respect to, and may be unaware of, matters that have a bearing on the opinions expressed herein.

We have also made such examinations of laws as we have deemed necessary in connection with this opinion letter. We express no opinion as to the applicable laws of any jurisdiction other than the substantive law of the State of New York and of the law of the United States of America now in effect (except the Excluded Laws, as hereinafter defined) (the “Applicable Law”).

Based on the assumptions, limitations and qualifications set forth in this opinion, it is our opinion that:

1. The Foundation is a not-for-profit corporation duly incorporated, validly existing and, based solely upon the Good Standing Certificate, in good standing under the laws of the State of New York.
2. The Foundation has full corporate power and authority to execute and deliver the Guaranty.
3. The Guaranty has been duly authorized, executed and delivered and is a valid and enforceable obligation of the Foundation in accordance with its terms, except as herein limited and/or qualified.
4. Neither the execution nor the delivery of the Guaranty, nor the consummation of the transactions on the part of the Foundation therein contemplated, nor compliance with the terms, conditions or provisions thereof contravenes in any material respect the Foundation’s Certificate of Incorporation or the Foundation’s Bylaws, nor, based solely on the General Certificate and to the best of our knowledge, any material order, decree, writ or injunction applicable to the Institution, nor, based solely upon the General Certificate and to the best of our knowledge, will result in a material breach of or constitute with notice or lapse of time or both a default under any material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Foundation is a party or by which the Foundation may be bound or affected; provided, however, no opinion provided by the foregoing shall be construed or interpreted as an opinion by us that the Foundation is in compliance with any Applicable Law with respect to any such material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Foundation is a party or by which the Foundation may be bound or affected, and no independent review or investigation thereof has been made by us.
5. Based solely on the General Certificate and Search Reports, and except as disclosed therein and to the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or other governmental instrumentality, pending or threatened,

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 6

which can reasonably be expected to have materially adverse effect on the ability of the Foundation to carry out the transactions contemplated by the Guaranty.

In addition to the qualifications and assumptions set forth above, the Opinions are subject to the following qualifications and assumptions, to the extent applicable:

- A. We express no opinions as to the application of, and our Opinions above are subject to, the effect, if any, of any applicable laws pertaining to fraudulent conveyance, fraudulent transfer, fraudulent obligation or preferential transfer, any applicable bulk sale or transfer law, and any law governing the liquidation or dissolution of or the distribution of assets of, any person or entity.
- B. We express no opinion as to any representations, warranties or facts contained in the Guaranty or any other certificate or document, having assumed the completeness and accuracy thereof.
- C. We express no opinion as to whether the holder of the Guaranty must comply with any reporting requirement or file any tax returns with (or make any other filing) or pay any taxes to the State of New York in order for such holder to maintain any action in the courts of the State of New York to enforce the Guaranty.
- D. We express no opinion and assume no responsibility with respect to any financial statements of the Foundation, or financial condition of any party, or any financial or statistical data referred to in any of the Guaranty or supplied in connection therewith or contained in any other material furnished by any party to the Guaranty. We have not conducted an audit or investigation of the assets, liabilities, operations or affairs of the Foundation and, therefore, do not render any opinion regarding same or the financial capability of the Foundation to perform its obligations under the Guaranty. In addition, we are not providing any opinion on the compliance by the Foundation with applicable laws, regulations and requirements as to their respective business operations and affairs and the possible effect non-compliance might have the Guaranty.
- E. We express no opinion (except as specifically stated herein) with respect to the effect of any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, or other adjudicative authority apart from the Applicable Law in effect on the date hereof. Notwithstanding the foregoing, any reference to the Applicable Law expressly excludes any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, tribunal or other adjudicative authority or opinion relating to federal, state or local taxation or taxes, intellectual property laws, health laws (including, without limitation, such health laws relating to medical and nursing services) and related fraud and abuse provisions, pension, employee benefits laws, ERISA, zoning and building codes, land use, usury,

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 7

environmental issues (including, without limitation, regarding asbestos or other hazardous substances), municipal laws or the laws of local agencies, insurance, banking, fiduciary duty requirements, margin regulations, corrupt practices, the Americans with Disabilities Act, wetlands, occupational, safety, labor relations, unfair competition, antitrust, trade regulations or securities laws (including blue sky laws), or compliance with, or the effect on the Guaranty of, the Dodd-Frank Wall Street Reform and Consumer Protection Act or any regulations promulgated thereunder (collectively, the “Excluded Laws”).

- F. We express no opinion as to whether or not the Master Trustee shall be entitled to collect upon the continuance of an event of default any default interest rate, late charge, attorneys’ fees and/or any other costs required to be paid as a result of an event of default as may be set forth in the Guaranty. In addition, our opinions set forth herein as to the validity, binding effect and enforceability of the Guaranty are also subject to the qualifications of that any covenant or agreement to make payments thereunder may not be enforceable if such payment, loan or transfer if such a payment or transfer violates charitable trust principles, which may vary from jurisdiction to jurisdiction, that are applicable to the Foundation or is requested to be made from any property of the Guarantor from which such payment or transfer is requested which is donor-restricted or subject to a direct, express or charitable trust which does not permit or limits the use of such property for such payment or transfer.
- G. We express no opinion as to whether any right to valuation or appraisal, or to interpose a counterclaim may be waived or released by a stipulation to that effect in the Guaranty, or whether any waiver of the benefit of present or future laws will be enforceable.
- H. We express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party.
- I. We express no opinion with regard to the enforceability of any provision contained in the Guaranty: (i) a right to accelerate the maturity of the obligations as a consequence of any law or change of law enacted after the execution and delivery of the Guaranty (“Future Law”); or (ii) purporting to impose an obligation on the Foundation to pay any sum of money that the Issuer, the Related Bond Trustee, or the Master Trustee may become obligated to pay pursuant to and/or as a consequence of any Future Law.
- J. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Guaranty relating to indemnification.

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 8

- K. We express no opinion with regard to the validity, binding effect or enforceability of any provision in any of the Guaranty which purports to restrain the alienability of interests in property of the Foundation.
- L. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Guaranty relating to the waiver of defenses available to a surety or guarantor.
- M. We express no opinion regarding:
- (i) any provision of the Guaranty that purports to modify, amend, waive, or otherwise change any law, rule, regulation, judicial or other order or judgment of any court, mediator, arbitrator, or other adjudicative authority applicable to Insolvency Matters (as hereinafter defined);
 - (ii) a right to or availability of equitable remedies, including specific performance, injunctive relief, liquidated damages, estoppel, penalties, disclaimers, powers of attorney, appointment of receivers, the taking of possession of property by a party who is not the actual legal owner, self-help or remedies without adequate judicial process, and rescission;
 - (iii) a waiver, election, release, limitation, failure, or delay of rights and remedies and the exercise thereof by an aggrieved party;
 - (iv) a waiver, election, release, limitation, failure, or delay in seeking damages (including a waiver or limitation of the duty to mitigate damages) and of legal or equitable defenses (including counterclaims, set-offs, recoupments, offsets, and the like);
 - (v) contribution, payment obligations, and other provisions which may be set forth in the Guaranty that violate applicable laws or public policy, or that may be construed as requiring a party to pay or compensate a person in excess of actual and direct damages and for reasonably incurred actual and direct costs and expenses (including indemnification or reimbursement provisions applicable to any negligent acts or omissions of a person or any matters that are contrary to public policy);
 - (vi) any provision which may be set forth in the Guaranty that purports to establish an evidentiary standard, enable a person to make conclusive determinations, enable a person to make decisions affecting any other person in one person's sole discretion, or requires any person to agree on a matter after execution and delivery of a definitive document;

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 9

- (vii) any provision (1) to the effect that rights and remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy and does not preclude recourse to one or more other rights or remedies; (2) relating to the effect of invalidity or unenforceability of any provision of the Guaranty on the validity or enforceability of any other provision thereof; (3) requiring the payment of penalties, late charges, default interest, consequential damages, make-whole payments or liquidated damages; (4) which is in violation of public policy; (5) purporting to indemnify any person against his, her or its own negligence or intentional misconduct; (6) which provides that the terms of the Guaranty may not be waived or modified except in writing; (7) relating to any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum; or (8) which is determined, by a court or arbitrator, to be ambiguous; and
- (viii) as to whether covenants or agreements in the Guaranty are separate and independent or mutually dependent legal matters.

The foregoing opinions to the extent applicable are qualified in their entirety to the extent that the same may be: (i) limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally (including, without limitation, any law pertaining to preferences and fraudulent transfers) (collectively, "Insolvency Matters"); (ii) subject to the limitation that the availability of any remedy, including specific performance or injunctive relief, is subject to the discretion of the court before which any proceeding therefore may be brought (i.e., in exercising such judicial discretion, a court, among other things, might not allow action to be taken based on a default deemed immaterial); (iii) subject to general legal and equitable principles of public policy, good faith, commercial reasonableness, fair dealing and equity, as the same may be construed in the context of emerging judicial doctrines of lender liability or otherwise; (iv) subject to and limited by any public policy considerations or court decisions which may limit the right of the indemnified party to obtain indemnification under the Guaranty, or as may be otherwise limited by federal or state laws or the policies underlying such laws; (v) the Master Trustee's implied duty of good faith; and (vi) limited by or subject to laws concerning environmental effects or promulgated by environmental agencies, Racketeer Influenced and Corrupt Organizations ("RICO") statutes and tax laws.

We disclaim any opinion as to any ordinance, regulation, order, or other promulgation of any local or municipal governmental body or administrative authority within or outside the State of New York and any of the other Excluded Laws.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 10

We assume no obligation to revise or supplement this opinion should any law be changed by legislative or regulatory action, judicial decision or otherwise. This opinion is given as of the date hereof and we assume no obligation to advise you of any changes which hereafter might come to our attention, even though such changes may affect a legal analysis, conclusion, informational confirmation or opinion set forth herein.

The opinions are provided to you as a legal opinion only and not as a policy of insurance, guaranty or warranty of the matters discussed herein.

This opinion is dated as of the date of the date given and is not to be interpreted or construed as an update or bringdown opinion or reissuance of any prior opinion provided by this law firm in connection with any other guaranty granted by the Foundation, or any Obligation issued by the Obligated Group under the Master Indenture or with respect to any bond issuance or Indebtedness involving the Institution or the Obligated Group. No opinion is provided hereunder with respect to (a) any Obligations issued or granted under the Master Indenture or Supplemental Indenture, and (b) any security granted to the Master Trustee in connection with any Obligations.

The opinions are intended solely for your benefit and, without our prior written consent, the opinions may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity other than you, and may not be quoted or copied in whole or in part or otherwise referred to in any report or document furnished to any person or entity.

Very truly yours,

RIVKIN RADLER LLP

Rivkin Radler LLP

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 11

SCHEDULE A

Search Reports

1. UCC-1 Financing Statement search at New York State Secretary of State dated September 29, 2017, searching for Adirondack Medical Center, Adirondack Medical Center Foundation, and Adirondack Health.
2. Judgment and Lien searches prepared by Chicago Title Insurance Company at Franklin County and Essex County dated September 28, 2017, for Adirondack Medical Center, Adirondack Medical Center Foundation, and Adirondack Health.
3. WebCivil Supreme case search results for Essex County and Franklin County Supreme Courts, both dated September 26, 2017.

October 5, 2017

U.S. Bank National Association, as
Master Trustee
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Corporate Trust Department

Compass Mortgage Corporation
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

**Re: Guaranty Agreement dated as of October 5, 2017,
Between Adirondack Medical Center Foundation and
U.S. Bank National Association, as Master Trustee**

Ladies and Gentlemen:

We have acted as special counsel to Adirondack Medical Center Foundation (the “Foundation”) in connection with the Guaranty Agreement dated as of October 5, 2017 (the “Guaranty”) between the Foundation and U.S. Bank National Association, as master trustee (the “Master Trustee”) under that certain Master Indenture and Security Agreement, dated as of November 1, 2012 by and among Adirondack Medical Center (the “Institution”) on behalf of itself and future members of the Adirondack Medical Center Obligated Group and Deutsche Bank Trust Company Americas as predecessor to U.S. Bank National Association, as Master Trustee (as supplemented and amended, the “Master Indenture”).

Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the Master Indenture or if not so defined therein, then the meanings ascribed thereto in the Guaranty.

As to questions of fact material to our opinion, we have examined and relied solely upon the following documents without having made any independent investigation of the facts:

- (i) the Guaranty;
- (ii) the General Certificate of the Foundation dated October 5, 2017 (the “General Certificate”);

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 2

- (iii) the Certificate of the Secretary of the Foundation dated October 5, 2017, with respect to the corporate proceedings of the Foundation, its Certificate of Incorporation, as amended to the date hereof, and its Bylaws as amended to the date hereof (“Secretary Certificate”);
- (iv) the Certificate of the Secretary of the Institution, as the sole member of the Foundation, dated October 5, 2017, with respect to the corporate proceeding of the Institution, its Certificate of Incorporation, as amended to the date hereto, and its Bylaws as amended to the date hereto (“Institution Secretary Certificate”); and
- (v) the Certificate of Good Standing of the Foundation issued by the Secretary of State of the State of New York on August 2, 2017 (“Good Standing Certificate”).

The documents listed in clauses numbered (ii) through (v) above are herein referred to as the “Related Documents.”

We have also made such investigations of law as we have deemed necessary or appropriate for the purposes of rendering this opinion.

We have reviewed the searches identified in Schedule A hereto (collectively, the “Search Reports”), which, with your permission, we have relied upon in rendering the opinions (the “Opinions”) herein without further review or investigation. We have not caused any searches other than the Search Reports to be conducted in any jurisdiction, including, without limitation, searches to determine whether there are any: (a) UCC financing statements, security interests, or liens (of any kind) on file against the Foundation or its properties; (b) pending actions, suits, or proceedings against or involving the Foundation; or (c) existing judgments against the Foundation. We have assumed that all factual matters contained in the above referenced certificates are true and correct in all material respects and that the search results therein would be the same as of the date hereof.

We have, with your permission, assumed the accuracy, completeness and genuineness of, and have relied entirely upon, without independent investigation, inquiry or analysis, the certificates referred to above (except that we have no actual knowledge which would cause us to question any of the certificates), and all of the representations and warranties of the Foundation contained in or contemplated by the Guaranty. We have not attempted to verify the validity or accuracy of, and have undertaken no independent investigation or review of, any factual matters relating to the Foundation, or of the representations and warranties of the Foundation contained in or contemplated by the General Certificate, the Secretary Certificate, the Guaranty or otherwise, or the accuracy or completeness of the Good Standing Certificate, and we assume the accuracy of the factual matters contained therein and those in the Institution Secretary Certificate. Other than as set forth herein, we have not reviewed any

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 3

other documents whether given in connection with the Guaranty or otherwise. To the extent any of such documents are referred to in the Guaranty, or are relevant to the opinions set forth herein, we have assumed, without inquiry or investigation, that each has been duly and properly authorized, executed and delivered, and that each copy is a true, complete and accurate copy of the original and that each is enforceable in accordance with its terms. We express no opinion on the contents of the Guaranty, except as specifically provided herein.

In connection with the Opinions expressed below, we have assumed, with your permission and without any independent inquiry or investigation by us, that: (i) the Guaranty, and any other documents given in connection with the transactions contemplated therein, has been duly and properly completed, authorized, executed and delivered by each party thereto (other than the Foundation); (ii) each of the natural person signatories thereto is legally competent, and each signature thereon is genuine; (iii) each of the signatories of the parties has the legal capacity and power to execute and deliver such documents; (iv) the Guaranty is valid, binding, effective and enforceable against the parties thereto (other than the Foundation) in accordance with their terms; (v) each of the parties to the Guaranty (other than the Foundation) is validly existing and in good standing in the jurisdiction in which it is organized and has the power and authority to execute, deliver and perform each of its obligations under the Guaranty to which it is a party and any other documents delivered in connection with the transactions contemplated therein; (vi) the terms and conditions of the transactions contemplated in the Guaranty have not been amended, modified or supplemented by any other agreement, understanding, waiver or otherwise; (vii) the Guaranty and the documents related thereto that are required to be filed or recorded under applicable law shall be duly, timely and properly filed, recorded and indexed in the proper recording and filing offices, with all fees and costs paid and the recording, filing and payment of fees and costs is not nor was it the responsibility of the opinion-giver herein; (viii) the Foundation owns all right, title and interest in its properties (subject, however, to liens and encumbrances permitted under the Guaranty); (ix) each of the parties to the Guaranty has acted in good faith, in a commercially reasonable manner, without having received any notice of any prior, conflicting or adverse claim, and in compliance with all applicable laws and regulations, and will continue to act in good faith, in a commercially reasonable manner and in compliance with all applicable laws and regulations; (x) valuable consideration has been given to the Institution in connection with the Master Indenture, the Supplemental Master Indenture Number Four dated as of October 2, 2017, by and between the Institution for itself and as Obligated Group Agent on behalf of the Obligated Group, and the Master Trustee (the "Supplemental Indenture"), providing for the issuance of the Series Four Note thereunder and under the Master Indenture (the "Note"), and all documents executed and/or delivered in connection therewith; (xi) there has not been any mutual mistake of fact or misunderstanding, fraud, dishonesty, forgery, duress or undue influence with respect to the Guaranty and the transactions contemplated therein; (xii) the transactions contemplated by the Guaranty are in furtherance of the Foundation's corporate purposes and actively support or will support the Institution's and the Foundation's lawful activities currently being conducted by each;

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 4

(xiii) the Foundation has not taken any action or failed to take any action (or will take or fail to take any action) that impairs or adversely affects or jeopardizes (or would adversely affect or jeopardize) its status as (a) a New York not-for-profit corporation or (b) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code; (xiv) the Boards of Trustees of the Foundation and of the Institution are (or were at the time of taking all actions through the date hereof) duly constituted in accordance with its respective Certificate of Incorporation, its Bylaws and applicable laws; (xv) each member of each Board of Trustees of the Foundation and of the Institution has been duly nominated and elected to serve in such capacity in accordance with the Certificates of Incorporation and Bylaws of the Foundation and the Institution; (xvi) the authorized representative signing the Guaranty on behalf of the Foundation has been duly nominated and appointed to the office held by such person; (xvii) the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies; and (xviii) all documents and certificates submitted to us which are dated other than the date of this opinion remain accurate through and including the date hereof.

As used herein the terms:

1. "UCC" means, except where indicated otherwise, the Uniform Commercial Code in New York as in effect on the date hereof.

2. The phrases "to our knowledge", "actual knowledge", "to the best of our knowledge", "to our attention" or words of similar import when used herein mean the conscious awareness of facts or other information of the attorneys of Rivkin Radler LLP directly involved in negotiating the Guaranty which has been or is being executed and delivered simultaneously herewith and of the factual information contained in the Guaranty, the Related Documents and the Search Reports. We have not undertaken any independent investigation, inquiry or analysis to determine the existence or absence of such facts (including, without limitation, as to any factual matters arising in connection with the Foundation, the Institution, the Guaranty, or otherwise), nor have we conducted a review of this firm's files relating to the Foundation or the Institution or the Members of the Obligated Group, nor have we undertaken to review any files relating to transactions to which the Foundation or the Institution or the Members of the Obligated Group may be a party. No inference as to our knowledge of or imputation of knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Institution or the Foundation on any other matter. In addition, we have not provided legal advice to the Institution or the Foundation and offer no opinion with respect to claims of professional liability (malpractice), claims of general liability relating to personal injury and property damage or labor matters, all of which may have been alleged against the Institution or the Foundation or that might be alleged against the Institution or the Foundation. While this firm has represented the Institution and the Foundation in other matters, our engagement has been limited to

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 5

specific matters of a legal nature, and we may not have been consulted with respect to, and may be unaware of, matters that have a bearing on the opinions expressed herein.

We have also made such examinations of laws as we have deemed necessary in connection with this opinion letter. We express no opinion as to the applicable laws of any jurisdiction other than the substantive law of the State of New York and of the law of the United States of America now in effect (except the Excluded Laws, as hereinafter defined) (the "Applicable Law").

Based on the assumptions, limitations and qualifications set forth in this opinion, it is our opinion that:

1. The Foundation is a not-for-profit corporation duly incorporated, validly existing and, based solely upon the Good Standing Certificate, in good standing under the laws of the State of New York.
2. The Foundation has full corporate power and authority to execute and deliver the Guaranty.
3. The Guaranty has been duly authorized, executed and delivered and is a valid and enforceable obligation of the Foundation in accordance with its terms, except as herein limited and/or qualified.
4. Neither the execution nor the delivery of the Guaranty, nor the consummation of the transactions on the part of the Foundation therein contemplated, nor compliance with the terms, conditions or provisions thereof contravenes in any material respect the Foundation's Certificate of Incorporation or the Foundation's Bylaws, nor, based solely on the General Certificate and to the best of our knowledge, any material order, decree, writ or injunction applicable to the Institution, nor, based solely upon the General Certificate and to the best of our knowledge, will result in a material breach of or constitute with notice or lapse of time or both a default under any material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Foundation is a party or by which the Foundation may be bound or affected; provided, however, no opinion provided by the foregoing shall be construed or interpreted as an opinion by us that the Foundation is in compliance with any Applicable Law with respect to any such material credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Foundation is a party or by which the Foundation may be bound or affected, and no independent review or investigation thereof has been made by us.
5. Based solely on the General Certificate and Search Reports, and except as disclosed therein and to the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or other governmental instrumentality, pending or threatened,

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 6

which can reasonably be expected to have materially adverse effect on the ability of the Foundation to carry out the transactions contemplated by the Guaranty.

In addition to the qualifications and assumptions set forth above, the Opinions are subject to the following qualifications and assumptions, to the extent applicable:

- A. We express no opinions as to the application of, and our Opinions above are subject to, the effect, if any, of any applicable laws pertaining to fraudulent conveyance, fraudulent transfer, fraudulent obligation or preferential transfer, any applicable bulk sale or transfer law, and any law governing the liquidation or dissolution of or the distribution of assets of, any person or entity.
- B. We express no opinion as to any representations, warranties or facts contained in the Guaranty or any other certificate or document, having assumed the completeness and accuracy thereof.
- C. We express no opinion as to whether the holder of the Guaranty must comply with any reporting requirement or file any tax returns with (or make any other filing) or pay any taxes to the State of New York in order for such holder to maintain any action in the courts of the State of New York to enforce the Guaranty.
- D. We express no opinion and assume no responsibility with respect to any financial statements of the Foundation, or financial condition of any party, or any financial or statistical data referred to in any of the Guaranty or supplied in connection therewith or contained in any other material furnished by any party to the Guaranty. We have not conducted an audit or investigation of the assets, liabilities, operations or affairs of the Foundation and, therefore, do not render any opinion regarding same or the financial capability of the Foundation to perform its obligations under the Guaranty. In addition, we are not providing any opinion on the compliance by the Foundation with applicable laws, regulations and requirements as to their respective business operations and affairs and the possible effect non-compliance might have the Guaranty.
- E. We express no opinion (except as specifically stated herein) with respect to the effect of any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, or other adjudicative authority apart from the Applicable Law in effect on the date hereof. Notwithstanding the foregoing, any reference to the Applicable Law expressly excludes any law, rule, regulation, judicial or other order, interpretation or judgment or decree of any court, arbitrator, tribunal or other adjudicative authority or opinion relating to federal, state or local taxation or taxes, intellectual property laws, health laws (including, without limitation, such health laws relating to medical and nursing services) and related fraud and abuse provisions, pension, employee benefits laws, ERISA, zoning and building codes, land use, usury,

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 7

environmental issues (including, without limitation, regarding asbestos or other hazardous substances), municipal laws or the laws of local agencies, insurance, banking, fiduciary duty requirements, margin regulations, corrupt practices, the Americans with Disabilities Act, wetlands, occupational, safety, labor relations, unfair competition, antitrust, trade regulations or securities laws (including blue sky laws), or compliance with, or the effect on the Guaranty of, the Dodd-Frank Wall Street Reform and Consumer Protection Act or any regulations promulgated thereunder (collectively, the "Excluded Laws").

- F. We express no opinion as to whether or not the Master Trustee shall be entitled to collect upon the continuance of an event of default any default interest rate, late charge, attorneys' fees and/or any other costs required to be paid as a result of an event of default as may be set forth in the Guaranty. In addition, our opinions set forth herein as to the validity, binding effect and enforceability of the Guaranty are also subject to the qualifications of that any covenant or agreement to make payments thereunder may not be enforceable if such payment, loan or transfer if such a payment or transfer violates charitable trust principles, which may vary from jurisdiction to jurisdiction, that are applicable to the Foundation or is requested to be made from any property of the Guarantor from which such payment or transfer is requested which is donor-restricted or subject to a direct, express or charitable trust which does not permit or limits the use of such property for such payment or transfer.
- G. We express no opinion as to whether any right to valuation or appraisal, or to interpose a counterclaim may be waived or released by a stipulation to that effect in the Guaranty, or whether any waiver of the benefit of present or future laws will be enforceable.
- H. We express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party.
- I. We express no opinion with regard to the enforceability of any provision contained in the Guaranty: (i) a right to accelerate the maturity of the obligations as a consequence of any law or change of law enacted after the execution and delivery of the Guaranty ("Future Law"); or (ii) purporting to impose an obligation on the Foundation to pay any sum of money that the Issuer, the Related Bond Trustee, or the Master Trustee may become obligated to pay pursuant to and/or as a consequence of any Future Law.
- J. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Guaranty relating to indemnification.

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 8

- K. We express no opinion with regard to the validity, binding effect or enforceability of any provision in any of the Guaranty which purports to restrain the alienability of interests in property of the Foundation.
- L. We express no opinion with regard to the validity, binding effect or enforceability of any provision of the Guaranty relating to the waiver of defenses available to a surety or guarantor.
- M. We express no opinion regarding:
- (i) any provision of the Guaranty that purports to modify, amend, waive, or otherwise change any law, rule, regulation, judicial or other order or judgment of any court, mediator, arbitrator, or other adjudicative authority applicable to Insolvency Matters (as hereinafter defined);
 - (ii) a right to or availability of equitable remedies, including specific performance, injunctive relief, liquidated damages, estoppel, penalties, disclaimers, powers of attorney, appointment of receivers, the taking of possession of property by a party who is not the actual legal owner, self-help or remedies without adequate judicial process, and rescission;
 - (iii) a waiver, election, release, limitation, failure, or delay of rights and remedies and the exercise thereof by an aggrieved party;
 - (iv) a waiver, election, release, limitation, failure, or delay in seeking damages (including a waiver or limitation of the duty to mitigate damages) and of legal or equitable defenses (including counterclaims, set-offs, recoupments, offsets, and the like);
 - (v) contribution, payment obligations, and other provisions which may be set forth in the Guaranty that violate applicable laws or public policy, or that may be construed as requiring a party to pay or compensate a person in excess of actual and direct damages and for reasonably incurred actual and direct costs and expenses (including indemnification or reimbursement provisions applicable to any negligent acts or omissions of a person or any matters that are contrary to public policy);
 - (vi) any provision which may be set forth in the Guaranty that purports to establish an evidentiary standard, enable a person to make conclusive determinations, enable a person to make decisions affecting any other person in one person's sole discretion, or requires any person to agree on a matter after execution and delivery of a definitive document;

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 9

- (vii) any provision (1) to the effect that rights and remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy and does not preclude recourse to one or more other rights or remedies; (2) relating to the effect of invalidity or unenforceability of any provision of the Guaranty on the validity or enforceability of any other provision thereof; (3) requiring the payment of penalties, late charges, default interest, consequential damages, make-whole payments or liquidated damages; (4) which is in violation of public policy; (5) purporting to indemnify any person against his, her or its own negligence or intentional misconduct; (6) which provides that the terms of the Guaranty may not be waived or modified except in writing; (7) relating to any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum; or (8) which is determined, by a court or arbitrator, to be ambiguous; and
- (viii) as to whether covenants or agreements in the Guaranty are separate and independent or mutually dependent legal matters.

The foregoing opinions to the extent applicable are qualified in their entirety to the extent that the same may be: (i) limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally (including, without limitation, any law pertaining to preferences and fraudulent transfers) (collectively, "Insolvency Matters"); (ii) subject to the limitation that the availability of any remedy, including specific performance or injunctive relief, is subject to the discretion of the court before which any proceeding therefore may be brought (i.e., in exercising such judicial discretion, a court, among other things, might not allow action to be taken based on a default deemed immaterial); (iii) subject to general legal and equitable principles of public policy, good faith, commercial reasonableness, fair dealing and equity, as the same may be construed in the context of emerging judicial doctrines of lender liability or otherwise; (iv) subject to and limited by any public policy considerations or court decisions which may limit the right of the indemnified party to obtain indemnification under the Guaranty, or as may be otherwise limited by federal or state laws or the policies underlying such laws; (v) the Master Trustee's implied duty of good faith; and (vi) limited by or subject to laws concerning environmental effects or promulgated by environmental agencies, Racketeer Influenced and Corrupt Organizations ("RICO") statutes and tax laws.

We disclaim any opinion as to any ordinance, regulation, order, or other promulgation of any local or municipal governmental body or administrative authority within or outside the State of New York and any of the other Excluded Laws.

RIVKIN RADLER LLP

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 10

We assume no obligation to revise or supplement this opinion should any law be changed by legislative or regulatory action, judicial decision or otherwise. This opinion is given as of the date hereof and we assume no obligation to advise you of any changes which hereafter might come to our attention, even though such changes may affect a legal analysis, conclusion, informational confirmation or opinion set forth herein.

The opinions are provided to you as a legal opinion only and not as a policy of insurance, guaranty or warranty of the matters discussed herein.

This opinion is dated as of the date of the date given and is not to be interpreted or construed as an update or bringdown opinion or reissuance of any prior opinion provided by this law firm in connection with any other guaranty granted by the Foundation, or any Obligation issued by the Obligated Group under the Master Indenture or with respect to any bond issuance or Indebtedness involving the Institution or the Obligated Group. No opinion is provided hereunder with respect to (a) any Obligations issued or granted under the Master Indenture or Supplemental Indenture, and (b) any security granted to the Master Trustee in connection with any Obligations.

The opinions are intended solely for your benefit and, without our prior written consent, the opinions may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity other than you, and may not be quoted or copied in whole or in part or otherwise referred to in any report or document furnished to any person or entity.

Very truly yours,

RIVKIN RADLER LLP

Rivkin Radler LLP

U.S. Bank National Association
Compass Mortgage Corporation
October 5, 2017
Page 11

SCHEDULE A

Search Reports

1. UCC-1 Financing Statement search at New York State Secretary of State dated September 29, 2017, searching for Adirondack Medical Center, Adirondack Medical Center Foundation, and Adirondack Health.
2. Judgment and Lien searches prepared by Chicago Title Insurance Company at Franklin County and Essex County dated September 28, 2017, for Adirondack Medical Center, Adirondack Medical Center Foundation, and Adirondack Health.
3. WebCivil Supreme case search results for Essex County and Franklin County Supreme Courts, both dated September 26, 2017.

October 5, 2017

Essex County Capital Resource Corporation
7556 Court Street
Elizabethtown, New York

Adirondack Medical Center
2233 State Route 86
P.O. Box 471
Saranac Lake, New York

Compass Mortgage Corporation
1345 Avenue of the Americas
New York, New York

Re: \$9,500,000 Essex County Capital Resource Corporation
Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A

Ladies and Gentlemen:

We have acted as bond counsel to our client, the Essex County Capital Resource Corporation (the "Issuer"), a not-for-profit local development corporation organized under the laws of the State of New York, including in particular Section 1411 of the Not-for-Profit Corporation Law of the State of New York, as amended (the "Act"), and not as counsel to any other person in connection with the issuance by the Issuer of its \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A, dated the date of this letter (the "Bonds").

The Bonds are being issued by the Issuer for the benefit of the Adirondack Medical Center (the "Hospital"). The Bonds are issued pursuant to the Act, a bond resolution adopted by the Issuer on September 18, 2017 (the "Bond Resolution") and the Trust Indenture, dated as of October 1, 2017 (the "Indenture"), between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"). Capitalized terms not otherwise defined in this letter are used as defined in the Indenture.

46 Offices in 21 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Bonds, a copy of the signed and authenticated Bonds, the Indenture, the Loan Agreement, dated as of October 1, 2017 (the "Loan Agreement"), by and between the Issuer and the Adirondack Medical Center (the "Hospital"), the Pledge and Assignment, dated as of October 1, 2017, from the Issuer to the Trustee (the "Pledge and Assignment"), the Bond Purchase Agreement by and among the Issuer, Compass Mortgage Corporation and the Hospital, dated as of October 5, 2017 (the "Bond Purchase Agreement") and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter. The Indenture, the Loan Agreement, the Pledge and Assignment and the Bond Purchase Agreement are herein referred to collectively as the "Issuer Documents."

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Issuer is a not-for-profit local development corporation duly organized, validly existing and in good standing under the Act.

2. The Issuer has the full power and authority to adopt the Bond Resolution of the Issuer relating to the Project, which Bond Resolution has been duly adopted by the directors of the Issuer and complies with the requirements of the laws of New York, and such Bond Resolution has not been supplemented, amended, or repealed and remains in full force and effect on the date hereof.

3. The Issuer has complied with all of the requirements of New York law with respect to the authorization, issuance, execution and delivery of the Bonds. The Issuer has the full power and authority to, and has duly authorized the issuance, execution, delivery and performance of, the Issuer Documents.

4. The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and (assuming the due authorization, execution and delivery by the other respective parties thereto) the Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The foregoing opinions are qualified to the extent that (i) the enforceability of the Issuer Documents may be limited by bankruptcy, insolvency or other law or enactment now or hereafter enacted by the State of New York or the federal government affecting the enforcement of creditors' rights, (ii) enforceability of such agreements may be limited by the application of principles of equity; and (iii) certain remedies provided for in such agreements may be affected by applicable laws but such laws do not, in our opinion, make the remedies available in respect thereof inadequate for the practical realization of the rights intended to be afforded thereby.

5. The Bonds have been authorized, executed and delivered by the Issuer and are legal, valid and binding limited obligations of the Issuer, payable solely from the revenues and other monies of the Issuer (as pledged by the Issuer to the Trustee) derived from the payments made by the Hospital to the Issuer pursuant to the Loan Agreement and by the Obligated Group pursuant to the Note, and are enforceable in accordance with their respective terms.

6. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

7. The Bonds are not a lien or charge upon the funds or property of the Issuer except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing power of the State of New York, the County of Essex or of any other political subdivision of said State is pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of New York or the County of Essex, and neither said State nor the County are liable for the payment thereof.

8. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, portions of the interest on the Bonds earned by certain corporations may be subject to a corporate alternative minimum tax. Interest on the Bonds is exempt from personal income taxes imposed by the State of New York and political subdivisions of said State, including The City of New York and the City of Yonkers. We express no opinion as to any other tax consequences regarding the Bonds.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In issuing all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Issuer and (iii) the correctness of the legal conclusions contained in the legal opinion letters of Briggs Norfolk LLP, counsel to the Issuer, Rivkin Radler LLP, counsel to the Hospital and the Obligated Group, delivered in connection with this matter.

In issuing those opinions with respect to the treatment of interest on the Bonds under the federal tax laws, we further assume and rely upon compliance with the covenants in the proceedings and documents we have examined, including those of the Issuer, the Franklin County Civic Development Corporation, and the Hospital. Failure to comply with certain of those covenants subsequent to issuance of the Bonds may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to their date of issuance.

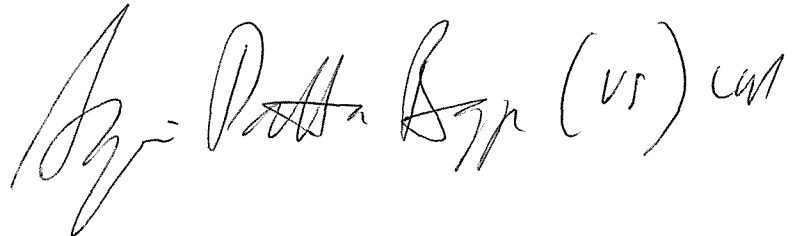
In issuing those opinions with respect to the treatment of the interest on the Bonds under the federal tax laws, we also further assume the correctness of, and rely on the opinion of Rivkin Radler LLP, counsel to the Hospital, regarding the status of the Hospital under Section 501(c)(3) of the Code, which opinion is subject to a number of qualifications and limitations. We also assume the correctness of, and rely upon the accuracy of, representations of the Hospital concerning the use of the facilities financed with the Bonds in activities that are considered

“unrelated trade or business” activities of the Hospital, as defined in Section 513(a) of the Code. Failure of the Hospital to maintain its qualification as an organization described in Section 501(c)(3) of the Code, or to use the facilities financed by the Bonds in a manner that is substantially related to the Hospital’s exempt purpose under Section 513(a) of the Code, may cause interest on the Bonds to be included in gross income retroactively to the date of the issuance of the Bonds.

We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the Bonds or the Issuer Documents. Furthermore, we express no opinion with respect to the status or quality of title to, or interest in, any of the real, personal or intangible property and other assets described in, or subject to, the pledge or lien granted in the Issuer Documents or the priority of, or, any pledge or lien on any such assets.

The opinions rendered in this letter are stated only as of this date, and no other opinion shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement as bond counsel with respect to the Bonds has concluded on this date.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter A. Bzj (vs) CM". The signature is written in a cursive, somewhat stylized font.

October 5, 2017

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, New York 10005

Compass Mortgage Corporation
11345 Avenue of the Americas, 4th Floor
New York, New York 10105

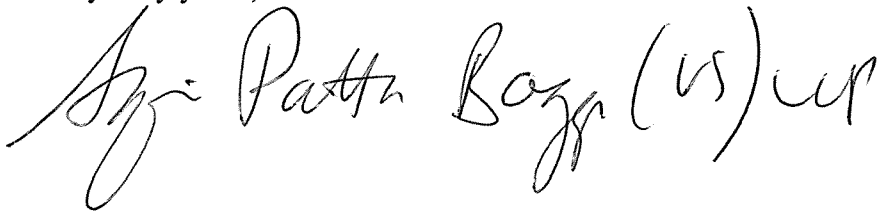
Adirondack Medical Center
2233 State Route 86
Saranac Lake, New York 12983

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance of the \$9,500,000 aggregate principal amount of the Essex County Capital Resource Corporation Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A (the "Bonds"). We have today delivered our approving opinion with respect to the Bonds.

You may rely on such final approving opinion as if it were addressed to you.

Very truly yours,





Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway | New York, NY 10036-4039 | tel 212.858.1000 | fax 212.858.1500

October 5, 2017

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York 12932

Compass Mortgage Corporation
250 W. Pratt Street, Suite 1350
Baltimore, Maryland 21201

Adirondack Medical Center
2233 State Route 86
Saranac Lake, New York 12983

**Re: Essex County Capital Resource Corporation
\$9,500,000 Multi-Mode Revenue Bonds
(Adirondack Medical Center Essex County Project), Series 2017A**

Ladies and Gentlemen:

We have acted as special counsel to U.S. Bank National Association (“U.S. Bank”) as Trustee in connection with the Trust Indenture dated as of October 1, 2017 (the “Indenture”) by and between Essex County Capital Resource Corporation (the “Issuer”) and U.S. Bank in connection with the issuance by the Issuer of its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the “Bonds”) for the benefit of Adirondack Medical Center. This letter is being delivered to you at the request of U.S. Bank in connection with the execution and delivery of the Indenture.

In preparing this letter, we have reviewed the Indenture and the following with respect to U.S. Bank:

(1) Certificate of Existence for U.S. Bank obtained from the Office of the Comptroller of the Currency, a copy of which is attached hereto as Exhibit A (the “Certificate of Existence”); and

(2) Certificate of U.S. Bank attached hereto as Exhibit B.

Subject to the assumptions, qualifications and other limitations set forth below, it is our opinion that:

1. Based solely upon the Certificate of Existence, U.S. Bank is a national banking association duly organized and validly existing under the laws of the United States of America.
2. U.S. Bank has (a) the corporate power to execute and deliver the Indenture and perform its obligations under the Indenture and (b) duly taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance by it of the Indenture.
3. The Indenture has been duly executed and delivered by U.S. Bank.
4. The Indenture constitutes a valid and legally binding agreement of U.S. Bank enforceable against U.S. Bank in accordance with its terms.

In rendering our opinions, we have (a) without independent verification, relied, with respect to factual matters, statements and conclusions, on certificates, notifications and statements, whether written or oral, of governmental officials and individuals identified to us as officers and representatives of U.S. Bank and on the representations made by U.S. Bank in the Indenture and (b) reviewed originals, or copies of such agreements, documents and records as we have considered relevant and necessary as a basis for our opinions. We note that, as special counsel to U.S. Bank, we do not represent it generally and there may be facts relating to U.S. Bank of which we have no knowledge.

We have assumed (a) the accuracy and completeness of all certificates, agreements, documents, records and other materials submitted to us; (b) the authenticity of original certificates, agreements, documents, records and other materials submitted to us; (c) the conformity with the originals of any copies submitted to us; (d) the genuineness of all signatures; (e) the legal capacity of all natural persons; (f) that the Indenture constitutes the valid, legally binding and enforceable agreement of the parties thereto under all applicable law (other than, in the case of U.S. Bank, the State); (g) that the execution and delivery by U.S. Bank of, and the performance by U.S. Bank of its obligations under, the Indenture, do not and will not (i) breach or violate (A) any agreement or instrument to which U.S. Bank or any of its affiliates is a party or by which U.S. Bank or any of its affiliates or any of their respective properties may be bound, (B) any authorization, consent, approval or license (or the like) of, or exemption (or the like) from, any governmental unit, agency, commission, department or other authority granted to or otherwise applicable to U.S. Bank or any of its affiliates or any of their respective properties (each a "Governmental Approval"), (C) any registration or filing (or the like) with, or report or notice (or the like) to, any governmental unit, agency, commission, department or other authority made by or otherwise applicable to U.S. Bank or any of its affiliates or any of their respective properties (each a "Governmental Registration"), (D) any order, decision, judgment or decree that may be applicable to U.S. Bank or any of its affiliates or any of their respective properties, (E) any law (other than Covered Law), or (ii) require any Governmental Approval or any Governmental Registration; (h) that there are no agreements,

understandings or negotiations between the parties not set forth in the Indenture that would modify the terms thereof or the rights and obligations of the parties thereunder; and (i) for purposes of our opinion in paragraph 4 as it relates to the choice-of-law provisions in the Indenture, that the choice of law of the State as the governing law of the Indenture would not result in a violation of an important public policy of another state or country having greater contacts with the transactions contemplated by the Indenture than the State.

Our opinions are subject to and limited by the effect of (a) applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, receivership, conservatorship, arrangement, moratorium and other similar laws affecting and relating to the rights of creditors generally; (b) general equitable principles; (c) requirements of reasonableness, good faith, fair dealing and materiality; (d) Article 9 of the Uniform Commercial Code regarding restrictions on assignment or transfer of rights or the creation, attachment, perfection or enforcement of security interests; and (e) additionally in the case of (i) indemnities, a requirement that facts, known to the indemnitee but not the indemnitor, in existence at the time the indemnity becomes effective that would entitle the indemnitee to indemnification be disclosed to the indemnitor, and a requirement that an indemnity provision will not be read to impose obligations upon indemnitors which are neither disclosed at the time of its execution nor reasonably within the scope of its terms and overall intention of the parties at the time of its making, (ii) waivers, Sections 9-602 and 9-603 of the Uniform Commercial Code, and (iii) indemnities, waivers and exculpatory provisions, public policy.

Certain remedial provisions of the Indenture may be unenforceable in whole or in part, but the inclusion of such provisions does not affect the validity of the balance of the Indenture, subject to the other qualifications set forth in this opinion, and the practical realization of the benefits created by the Indenture taken as a whole will not be materially impaired by the unenforceability of those particular provisions. In addition, certain remedial provisions of the Indenture may be subject to procedural requirements not set forth therein.

We express no opinion as to the law of any jurisdiction other than the law of the State of New York (the "State"), and the federal law of the United States of America, and in each case, only such law that a lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to transactions of the type reflected in the Indenture and excluding (a) any law that is part of a regulatory regime applicable to specific assets or businesses of any party to the Indenture and (b) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (the law so addressed by this letter, the "Covered Law").


This letter speaks only as of the date hereof. We have no responsibility or obligation to update this letter or to take into account changes in law or facts or any other development of which we may later become aware.

October 5, 2017

Page 4

This letter is delivered by us as special counsel for U.S. Bank solely for your benefit in connection with the transaction referred to herein and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person or entity without our prior written consent.

Very truly yours,

A handwritten signature in black ink that reads "Pillsbury Winthrop Shaw Pittman LLP". The signature is written in a cursive, flowing style.

GENERAL CERTIFICATE OF TRUSTEE

This certificate is made in connection with the execution and delivery by U.S. Bank National Association, as trustee (the "Trustee") of a trust indenture dated as of October 1, 2017 (the "Indenture") by and between the Essex County Capital Resource Corporation (the "Issuer") and the Trustee, and any other document to be executed by the Trustee (collectively, the "Trustee Documents") in connection with the issuance by the Issuer of its Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A in the aggregate principal amount of \$9,500,000 (the "Bonds") in order to finance the Project (as defined in the Indenture) for the benefit of Adirondack Medical Center (the "Hospital").

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Indenture shall have the meanings ascribed to them in the Indenture, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate, and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICERS OF THE TRUSTEE HEREBY CERTIFY THAT:

1. I am an officer of the Trustee and duly authorized to execute and deliver the Trustee Documents on behalf of the Trustee as provided in the certificate of the Trustee (the "Certificate of Authority") attached hereto as Exhibit A.
2. The Trustee is a national banking association duly organized and existing under the laws of the United States of America, is authorized to act as a trustee in the State of New York, has the power to enter into the Trustee Documents and to carry out its obligations thereunder and has properly authorized the execution, delivery and performance of the Trustee Documents.
3. Neither the execution and delivery of the Trustee Documents, the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions thereof will, to the best of my knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of the Trustee's charter or by-laws or any other documents under which the Trustee was formed or is governed or any order, judgment, agreement or instrument to which the Trustee is a party or by which it is bound, or will constitute a default under any of the foregoing.
4. There is no litigation or proceeding pending at law or in equity against the Trustee or, to the best of my knowledge, threatened in any judicial, quasi-judicial or administrative forum which challenges the validity of the Trustee Documents or any resolution or other action of the Trustee adopted or taken in connection with the Trustee Documents, or which seeks to

enjoin any of the transactions contemplated by such instrument or the performance by the Trustee of any of its obligations under the Trustee Documents, or which in any way contests the existence or the powers of the Trustee, or which would in any way adversely affect the Project.

5. All necessary action has been taken by the Trustee for the approval, execution and delivery by the Trustee of the Trustee Documents and any and all such other agreements, documents and approvals as are required to be executed, delivered and received by the Trustee in order to carry out, give effect to and consummate the transactions contemplated thereby.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this General Certificate of Trustee this 5th day of October, 2017.

U.S. BANK NATIONAL ASSOCIATION

By: 

Steven V. Vacarello
Vice President

[Signature page to General Certificate of Trustee]

EXHIBIT A

CERTIFICATE OF AUTHORITY



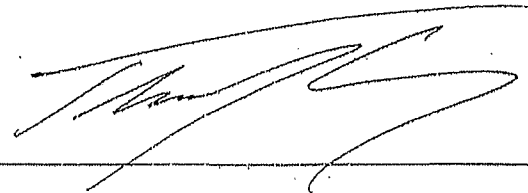
CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

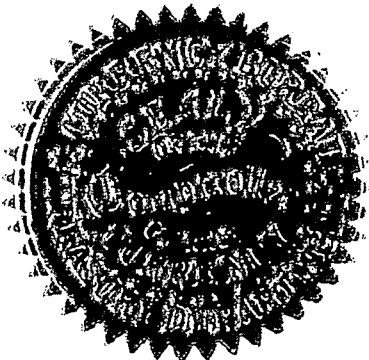
1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
October 28, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.



Comptroller of the Currency





U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

- Jason G. Gregory Senior Vice President
Edward F. Kachinski Senior Vice President
David S. Massa Senior Vice President
David H. Beaty Vice President
Jean Clarke Vice President
Elizabeth Dimarco Vice President
Beverly A. Freney Vice President
Christopher J. Grell Vice President
Judith Hyppolite Vice President
William G. Keenan Vice President
David J. Kolibachuk Vice President
Kumarie Wendy Kumar Vice President
Waindy F. Lewis-Antwi Vice President
Patricia V. Marshall Vice President
Michelle Mena-Rosado Vice President
Barbara A. Nastro Vice President
Janet P. O'Hara Vice President
Yvette Y. Rivera Vice President
Millie Rolla Vice President
Thomas E. Tabor Vice President
Steven V. Vaccarello Vice President
Ian M. Watson Vice President
Rosalyn Callender Assistant Vice President
Denise B. Cavallo Assistant Vice President
Sirojni Dindial-Persaud Assistant Vice President
Nelson Gonzalez Assistant Vice President
Hazrat R. Haniff Assistant Vice President
Gagendra Hiralal Assistant Vice President
Teresita Perpetua Izar Assistant Vice President
Caroline H. Lee Assistant Vice President
Kevin M. Roberg Trust Officer
Carolyn R. Sinclair Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)

Handwritten signature of Natasha M. Knack
Natasha M. Knack, Assistant Secretary

EXHIBIT A

[Certificate of Existence]



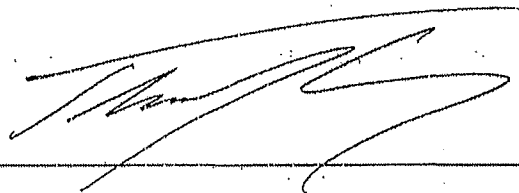
CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
October 28, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.



Comptroller of the Currency

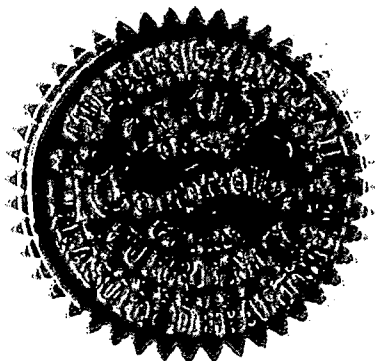


EXHIBIT B

[Certificate of U.S. Bank]



**U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE**

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

**ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.**

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

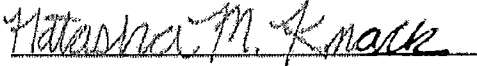
The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

Jason G. Gregory	Senior Vice President	Janet P. O'Hara	Vice President
Edward F. Kachinski	Senior Vice President	Yvette Y. Rivera	Vice President
David S. Massa	Senior Vice President	Millie Rolla	Vice President
David H. Beaty	Vice President	Thomas E. Tabor	Vice President
Jean Clarke	Vice President	Steven V. Vaccarello	Vice President
Elizabeth Dimarco	Vice President	Ian M. Watson	Vice President
Beverly A. Freeny	Vice President	Rosalyn Callender	Assistant Vice President
Christopher J. Grell	Vice President	Denise B. Cavallo	Assistant Vice President
Judith Hyppolite	Vice President	Sirojini Dindial-Persaud	Assistant Vice President
William G. Keenan	Vice President	Nelson Gonzalez	Assistant Vice President
David J. Kolibachuk	Vice President	Hazrat R. Haniff	Assistant Vice President
Kumarie Wendy Kumar	Vice President	Gagendra Hiralal	Assistant Vice President
Waindy F. Lewis-Antwi	Vice President	Teresita Perpetua Izar	Assistant Vice President
Patricia V. Marshall	Vice President	Caroline H. Lee	Assistant Vice President
Michelle Mena-Rosado	Vice President	Kevin M. Roberg	Trust Officer
Barbara A. Nastro	Vice President	Carolyn R. Sinclair	Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)



 Natasha M. Knack, Assistant Secretary



Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway | New York, NY 10036-4039 | tel 212.858.1000 | fax 212.858.1500

October 5, 2017

Essex County Capital Resource Corporation
7566 Court Street
Elizabethtown, New York 12932

Compass Mortgage Corporation
250 W. Pratt Street, Suite 1350
Baltimore, Maryland 21201

Adirondack Medical Center
2233 State Route 86
Saranac Lake, New York 12983

Re: Master Indenture and Security Agreement dated as of November 1, 2012, as supplemented by Supplemental Master Indenture Number One, dated as of November 1, 2012, Supplemental Master Indenture Number Two, dated as of November 1, 2012, Supplemental Master Indenture Number Three, dated as of October 1, 2016 and Supplemental Master Indenture Number Four, dated as of October 1, 2017 (collectively, the “Indenture”) by and between Adirondack Medical Center, the Obligated Group (as defined therein) and U.S. Bank National Association (as successor to Deutsche Bank Trust Company Americas), as Master Trustee

Ladies and Gentlemen:

We have acted as special counsel to U.S. Bank National Association (“U.S. Bank”) as Master Trustee in connection with the Indenture. This letter is being delivered to you at the request of U.S. Bank in connection with the execution and delivery of the Indenture.

In preparing this letter, we have reviewed the Indenture and the following with respect to U.S. Bank:

- (1) Certificate of Existence for U.S. Bank obtained from the Office of the Comptroller of the Currency, a copy of which is attached hereto as Exhibit A (the “Certificate of Existence”); and
- (2) Certificate of U.S. Bank attached hereto as Exhibit B.

Subject to the assumptions, qualifications and other limitations set forth below, it is our opinion that:

1. Based solely upon the Certificate of Existence, U.S. Bank is a national banking association duly organized and validly existing under the laws of the United States of America.
2. U.S. Bank has (a) the corporate power to execute and deliver the Indenture and perform its obligations under the Indenture and (b) duly taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance by it of the Indenture.
3. The Indenture has been duly executed and delivered by U.S. Bank.
4. The Indenture constitutes a valid and legally binding agreement of U.S. Bank enforceable against U.S. Bank in accordance with its terms.

In rendering our opinions, we have (a) without independent verification, relied, with respect to factual matters, statements and conclusions, on certificates, notifications and statements, whether written or oral, of governmental officials and individuals identified to us as officers and representatives of U.S. Bank and on the representations made by U.S. Bank in the Indenture and (b) reviewed originals, or copies of such agreements, documents and records as we have considered relevant and necessary as a basis for our opinions. We note that, as special counsel to U.S. Bank, we do not represent it generally and there may be facts relating to U.S. Bank of which we have no knowledge.

We have assumed (a) the accuracy and completeness of all certificates, agreements, documents, records and other materials submitted to us; (b) the authenticity of original certificates, agreements, documents, records and other materials submitted to us; (c) the conformity with the originals of any copies submitted to us; (d) the genuineness of all signatures; (e) the legal capacity of all natural persons; (f) that the Indenture constitutes the valid, legally binding and enforceable agreement of the parties thereto under all applicable law (other than, in the case of U.S. Bank, the State); (g) that the execution and delivery by U.S. Bank of, and the performance by U.S. Bank of its obligations under, the Indenture, do not and will not (i) breach or violate (A) any agreement or instrument to which U.S. Bank or any of its affiliates is a party or by which U.S. Bank or any of its affiliates or any of their respective properties may be bound, (B) any authorization, consent, approval or license (or the like) of, or exemption (or the like) from, any governmental unit, agency, commission, department or other authority granted to or otherwise applicable to U.S. Bank or any of its affiliates or any of their respective properties (each a "Governmental Approval"), (C) any registration or filing (or the like) with, or report or notice (or the like) to, any governmental unit, agency, commission, department or other authority made by or otherwise applicable to U.S. Bank or any of its affiliates or

any of their respective properties (each a “Governmental Registration”), (D) any order, decision, judgment or decree that may be applicable to U.S. Bank or any of its affiliates or any of their respective properties, (E) any law (other than Covered Law), or (ii) require any Governmental Approval or any Governmental Registration; (h) that there are no agreements, understandings or negotiations between the parties not set forth in the Indenture that would modify the terms thereof or the rights and obligations of the parties thereunder; and (i) for purposes of our opinion in paragraph 4 as it relates to the choice-of-law provisions in the Indenture, that the choice of law of the State as the governing law of the Indenture would not result in a violation of an important public policy of another state or country having greater contacts with the transactions contemplated by the Indenture than the State.

Our opinions are subject to and limited by the effect of (a) applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, receivership, conservatorship, arrangement, moratorium and other similar laws affecting and relating to the rights of creditors generally; (b) general equitable principles; (c) requirements of reasonableness, good faith, fair dealing and materiality; (d) Article 9 of the Uniform Commercial Code regarding restrictions on assignment or transfer of rights or the creation, attachment, perfection or enforcement of security interests; and (e) additionally in the case of (i) indemnities, a requirement that facts, known to the indemnitee but not the indemnitor, in existence at the time the indemnity becomes effective that would entitle the indemnitee to indemnification be disclosed to the indemnitor, and a requirement that an indemnity provision will not be read to impose obligations upon indemnitors which are neither disclosed at the time of its execution nor reasonably within the scope of its terms and overall intention of the parties at the time of its making, (ii) waivers, Sections 9-602 and 9-603 of the Uniform Commercial Code, and (iii) indemnities, waivers and exculpatory provisions, public policy.

Certain remedial provisions of the Indenture may be unenforceable in whole or in part, but the inclusion of such provisions does not affect the validity of the balance of the Indenture, subject to the other qualifications set forth in this opinion, and the practical realization of the benefits created by the Indenture taken as a whole will not be materially impaired by the unenforceability of those particular provisions. In addition, certain remedial provisions of the Indenture may be subject to procedural requirements not set forth therein.

We express no opinion as to the law of any jurisdiction other than the law of the State of New York (the “State”), and the federal law of the United States of America, and in each case, only such law that a lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to transactions of the type reflected in the Indenture and excluding (a) any law that is

October 5, 2017

Page 4

part of a regulatory regime applicable to specific assets or businesses of any party to the Indenture and (b) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (the law so addressed by this letter, the "Covered Law").

This letter speaks only as of the date hereof. We have no responsibility or obligation to update this letter or to take into account changes in law or facts or any other development of which we may later become aware.

This letter is delivered by us as special counsel for U.S. Bank solely for your benefit in connection with the transaction referred to herein and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person or entity without our prior written consent.

Very truly yours,

A handwritten signature in black ink that reads "Pillsbury Winthrop Shaw Pittman LLP". The signature is written in a cursive, flowing style.

GENERAL CERTIFICATE OF MASTER TRUSTEE

This certificate is made in connection with the execution and delivery by U.S. Bank National Association, as master trustee (the “Master Trustee”), of a supplemental master indenture number four dated as of October 1, 2017 (the “Fourth Supplemental Indenture”) by and between Adirondack Medical Center (the “Hospital”) and the Master Trustee supplementing that certain master indenture and security agreement dated as of November 1, 2012 (as so supplemented, the “Master Indenture”) by and between the Master Trustee and the Hospital, and any other document to be executed by the Master Trustee (collectively, the “Master Trustee Documents”).

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Master Indenture shall have the meanings ascribed to them in the Master Indenture, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate, and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICERS OF THE MASTER TRUSTEE HEREBY CERTIFY THAT:

1. I am an officer of the Master Trustee and duly authorized to execute and deliver the Master Trustee Documents on behalf of the Master Trustee as provided in the certificate of the Master Trustee (the “Certificate of Authority”) attached hereto as Exhibit A.
2. The Master Trustee is a national banking association duly organized and existing under the laws of the United States of America, is authorized to act as a trustee in the State of New York, has the power to enter into the Master Trustee Documents and to carry out its obligations thereunder and has properly authorized the execution, delivery and performance of the Master Trustee Documents.
3. Neither the execution and delivery of the Master Trustee Documents, the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions thereof will, to the best of my knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of the Master Trustee’s charter or by-laws or any other documents under which the Master Trustee was formed or is governed or any order, judgment, agreement or instrument to which the Master Trustee is a party or by which it is bound, or will constitute a default under any of the foregoing.
4. There is no litigation or proceeding pending at law or in equity against the Master Trustee or, to the best of my knowledge, threatened in any judicial, quasi-judicial or administrative forum which challenges the validity of the Master Trustee Documents or any

resolution or other action of the Master Trustee adopted or taken in connection with the Master Trustee Documents, or which seeks to enjoin any of the transactions contemplated by such instrument or the performance by the Master Trustee of any of its obligations under the Master Trustee Documents, or which in any way contests the existence or the powers of the Master Trustee, or which would in any way adversely affect the Project.

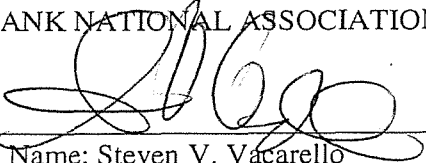
5. All necessary action has been taken by the Master Trustee for the approval, execution and delivery by the Master Trustee of the Master Trustee Documents and any and all such other agreements, documents and approvals as are required to be executed, delivered and received by the Master Trustee in order to carry out, give effect to and consummate the transactions contemplated thereby.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this General Certificate of Master Trustee this 5th day of October, 2017.

U.S. BANK NATIONAL ASSOCIATION

By: _____



Name: Steven V. Vacarello

Title: Vice President

[Signature page to General Certificate of Master Trustee]

CERTIFICATE OF AUTHORITY



U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

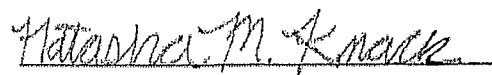
The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

Jason G. Gregory	Senior Vice President	Janet P. O'Hara	Vice President
Edward F. Kachinski	Senior Vice President	Yvette Y. Rivera	Vice President
David S. Massa	Senior Vice President	Millie Rolla	Vice President
David H. Beaty	Vice President	Thomas E. Tabor	Vice President
Jean Clarke	Vice President	Steven V. Vaccarello	Vice President
Elizabeth Dimarco	Vice President	Ian M. Watson	Vice President
Beverly A. Freney	Vice President	Rosalyn Callender	Assistant Vice President
Christopher J. Grell	Vice President	Denise B. Cavallo	Assistant Vice President
Judith Hyppolite	Vice President	Sirojni Dindial-Persaud	Assistant Vice President
William G. Keenan	Vice President	Nelson Gonzalez	Assistant Vice President
David J. Kolibachuk	Vice President	Hazrat R. Haniff	Assistant Vice President
Kumarie Wendy Kumar	Vice President	Gagendra Hiralal	Assistant Vice President
Waindy F. Lewis-Antwi	Vice President	Teresita Perpetua Izar	Assistant Vice President
Patricia V. Marshall	Vice President	Caroline H. Lee	Assistant Vice President
Michelle Mena-Rosado	Vice President	Kevin M. Roberg	Trust Officer
Barbara A. Nastro	Vice President	Carolyn R. Sinclair	Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)


Natasha M. Knack, Assistant Secretary



CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
October 28, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.

Comptroller of the Currency

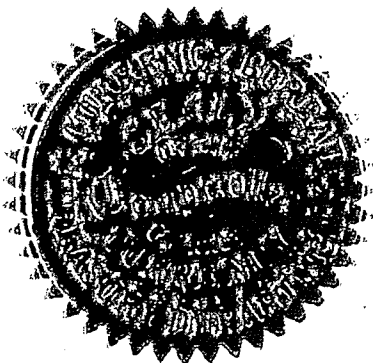


EXHIBIT A

[Certificate of Existence]



CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,

October 28, 2016, I have hereunto

subscribed my name and caused my seal

of office to be affixed to these presents at

the U.S. Department of the Treasury, in

the City of Washington, District of

Columbia.

Comptroller of the Currency

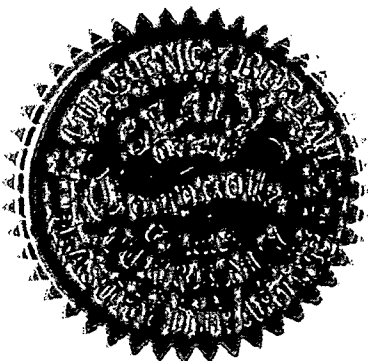


EXHIBIT B

[Certificate of U.S. Bank]



U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE

I, Natasha M. Knack, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association are duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and have not been modified, amended or revoked.

- Jason G. Gregory Senior Vice President
Edward F. Kachinski Senior Vice President
David S. Massa Senior Vice President
David H. Beaty Vice President
Jean Clarke Vice President
Elizabeth Dimarco Vice President
Beverly A. Freney Vice President
Christopher J. Grell Vice President
Judith Hyppolite Vice President
William G. Keenan Vice President
David J. Kolibachuk Vice President
Kumarie Wendy Kumar Vice President
Waindy F. Lewis-Antwi Vice President
Patricia V. Marshall Vice President
Michelle Mena-Rosado Vice President
Barbara A. Nastro Vice President
Janet P. O'Hara Vice President
Yvette Y. Rivera Vice President
Millie Rolla Vice President
Thomas E. Tabor Vice President
Steven V. Vaccarello Vice President
Ian M. Watson Vice President
Rosalyn Callender Assistant Vice President
Denise B. Cavallo Assistant Vice President
Sirojni Dindial-Persaud Assistant Vice President
Nelson Gonzalez Assistant Vice President
Hazrat R. Haniff Assistant Vice President
Gagendra Hiralal Assistant Vice President
Teresita Perpetua Izar Assistant Vice President
Caroline H. Lee Assistant Vice President
Kevin M. Roberg Trust Officer
Carolyn R. Sinclair Officer

IN WITNESS WHEREOF, I have set my hand this 17th day of January, 2017.

(No corporate seal)

Handwritten signature of Natasha M. Knack
Natasha M. Knack, Assistant Secretary



*****CLOSING MEMORANDUM*****

DATE: October 5, 2017
TO: Working Group Members
FROM: Shawn Sinel (518) 242-7817
Romy McCarthy (414) 847-6373
RE: \$9,500,000 Essex County Capital Resource Corporation
Tax-Exempt Multi-Modal Revenue Bonds, Series 2017A
Adirondack Health Project (Essex County)

Closing Schedule

The pre-closing will be held on Wednesday, October 4, 2017, and the closing will be held on Thursday, October 5, 2017. The pre-closing and closing will be held via mail and telephone, with no physical attendance required.

Aggregate Sources and Uses of Funds

The table below summarizes the aggregate sources and uses of funds for the Series 2017A Bonds.

**Adirondack Health Series 2017A Bonds
Sources and Uses of Funds**

Sources of Funds

Par Amount of Bonds	9,500,000.00
A.H. Foundation Contribution	2,700,000.00
A.M.C. Cash Contribution - To be reimbursed via Grant	2,000,000.00
A.M.C. Cash Contribution	5,438,603.48
Total Sources of Funds	19,638,603.48

Uses of Funds

Deposit to:	
Construction Account - Project Expenditures	18,962,657.00
Construction Account - Capitalized Interest	273,012.56
Costs of Issuance Account *	402,933.92
Total Uses of Funds	19,638,603.48

* Includes \$257,210.25 in costs of issuance that are subject to the 2% limitation.

Wires Initiated at Closing

Wire for Essex County Capital Resource Corporation Series 2017A Bonds:

No later than 12 P.M. ET on October 5th, Compass Mortgage Corporation will deliver \$9,500,000 in immediately available federal funds via wire transfer to U.S. Bank National Association (the "Trustee") using the following wire instructions:

U.S. Bank Nation Association
ABA#: 091000022
BNF: US Bank Trust
Acct#: A/C 173103321092
Ref SEI#: 243691001
AC Name: Adirondack Med Cntr Proj Fd Const AC 2017A

Wire to Satisfy Adirondack Health Cost of Issuance Equity Requirement At Closing:

No later than 12 P.M. ET on October 5th, Adirondack Health will deliver \$67,210.25 in immediately available federal funds via wire transfer to U.S. Bank National Association (the "Trustee") using the following wire instructions:

U.S. Bank Nation Association
ABA#: 091000022
BNF: US Bank Trust
Acct#: A/C 173103321092
Ref SEI#: 243691002
AC Name: Adirondack Med Cntr Proj Fd COI AC 2017A

The wire will be applied to the Series 2017A Cost of Issuance Accounts in the amount detailed in the sources and uses below.

Closing of Series 2017A Bond Issue

Upon confirmation of the wires as outlined above and delivery of closing papers, the Series 2017A Bonds issue can be closed.

Initial Requisition

Proceeds from the Series 2017A Bonds and certain other equity contributions in the amounts shown below will be used to i) make a deposit to the Construction Account for project expenditures and capitalized interest; ii) make a deposit to the Cost of Issuance Account to pay certain costs of issuance. The table below summarizes the sources and uses of funds used to satisfy the above referenced requirements.

Closing Memorandum
October 5, 2017
Page 3

Adirondack Health Series 2017 Bonds
Sources and Uses to Satisfy Initial Requisition

Sources of Funds

Par Amount of Bonds	9,500,000.00
A.H. Equity Contribution at Closing	67,210.25
Total Sources of Funds	9,567,210.25

Index	Uses of Funds		Invoice #
1	Funds Deposited in the Construction Account for Capital Expenditures	8,891,263.77	
2	Adirondack Health Reimbursement for Prior Expenditures	-	
3	Balance in Construction Account for Capital Expenditures	8,891,263.77	
4	Funds Deposited in the Construction Account for Capitalized Interest	273,012.56	
5	Capitalized Interest Expenditures	-	
6	Balance in Construction Account for Capitalized Interest	273,012.56	
7	Funds Deposited in Cost of Issuance Account	402,933.92	
8	Placement Agent Fee (Piper)	95,000.00	1
9	Borrower's Counsel (Rivkin)	50,323.75	2
10	Lender's Counsel (Reed Smith)	14,860.00	3
11	Trustee Counsel (Pillsbury Winthrop)	8,000.00	4
12	Issuer Counsel (Briggs)	6,526.50	5
13	Bond Counsel (Squire)	80,000.00	6
14	Trustee (US Bank)	2,500.00	7
15	Essex County CRC Fee	71,250.00	8
16	CON Application Fee (DOH)	2,000.00	9
17	CON Processing Fee (DOH)	36,183.00	10
18	CON Consulting Fee (Cicero)	20,750.67	11
19	CON Consulting Fee (DASNY)	15,000.00	12
20	Tax, UCC and Other Searches (Chicago Title)	540.00	13
21	Balance in Costs of Issuance Account	-	
22	Total Account Balances	9,164,276.33	

Closing Memorandum
October 5, 2017
Page 4

Adirondack Medical Center

By:  _____

Tristan Glanville
Chief Financial Officer

PiperJaffray

90 State Street, Suite 7001, Albany NY 12207
P 518 242-7817 F 612 303 6966
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

Invoice #1

INVOICE

October 5, 2017

To:

Tristan Glanville, CFO
Adirondack Health
P.O Box 471
2233 State Route 86
Saranac Lake, NY 12983

From:

Shawn Sinel, Romy McCarthy

\$ 9,500,000
Essex County Capital Resource Corporation
Multi-Mode Revenue Bonds, Series 2017A
(Adirondack Medical Center Project)

Description:

Amount

**Placement Agent Fee in
Connection with the above issue**

Total Due: \$ 95,000

PAYABLE TO: Piper Jaffray & Co. via the following wire instructions:

Bank Name:	U.S. Bank
Bank City & State:	Minneapolis, MN
ABA/Routing Number:	091 000 022
AC#:	173103114547
Account Name:	Piper Jaffray
For Further Credit to:	06415500
Reference:	Attn: CMA/17-0368/ Adirondack Health.



Invoice #2

WWW.RIVKINRADLER.COM

9 Thurlow Terrace
Albany, NY 12203-1005
T 518.462.3000 F 518.462.4199

Adirondack Medical Center
P.O. Box 471
2233 State Route 86
Saranac Lake, NY 12983

Attention: Sylvia Getman, CEO

Re: Essex County 2017 Bond Financing
Anticipated closing date October 5, 2017

FOR LEGAL SERVICES RENDERED through October 5, 2017, in
Connection with the above-referenced transaction.....\$50,000.00

DISBURSEMENTS RENDERED through October 5, 2017, in
Connection with the above-referenced transaction.....\$ 323.75

Total amount due.....\$50,323.75

WIRE INSTRUCTIONS:

Our bank: Bank of America
Our Account name: Rivkin Radler LLP
Our Operating account no.: 004831833811
Routing or Swift No. for DOMESTIC wire: 026009593

Beneficiary Bank Address:
100 West 33rd St., New York, NY 10001

21 Main Street, Court Plaza South
West Wing, Suite 158
Hackensack, NJ 07601-7021
T 201.287.2460 F 201.489.0495

477 Madison Avenue
New York, NY 10022-5843
T 212.455.9555 F 212.687.9044

2649 South Road
Poughkeepsie, NY 12601-6843
T 845.473.8100 F 845.473.8777

926 RXR Plaza
Uniondale, NY 11556-0926
T 516.357.3000 F 516.357.3333



Reed Smith LLP
599 Lexington Avenue
22nd Floor
New York, NY 10022
Telephone: +1 212 521 5400
Fax: +1 212 521 5450
Tax ID # 25-0749630

ABU DHABI • ATHENS • BEIJING • CENTURY CITY • CHICAGO • DUBAI • FRANKFURT • HONG KONG • HOUSTON • KAZAKHSTAN • LONDON • LOS ANGELES • MIAMI • MUNICH • NEW YORK
PARIS • PHILADELPHIA • PITTSBURGH • PRINCETON • RICHMOND • SAN FRANCISCO • SHANGHAI • SILICON VALLEY • SINGAPORE • TYSONS • WASHINGTON, D.C. • WILMINGTON

Michael Coulter
BBVA Compass
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

Invoice Number: **2964408**
Invoice Date: **10/4/2017**
Client Number: **506425**
Matter Number: **506425.20030**

REMITTANCE PAGE
PLEASE RETURN THIS COPY WITH YOUR PAYMENT

RE: Compass Mortgage Corporation

For services rendered in connection with the closing of a \$9.5 million bond facility to Adirondack
Medical Center..... \$ 14,860.00

Total Due This Invoice: \$ 14,860.00

Please Remit to:

Mail To:
Reed Smith LLP
P.O. Box 10096
Uniondale, NY 11555-10096

Wire Instructions:
BNY Mellon Bank N.A.
Philadelphia, PA
ABA Number: 031000037
Swift Code: IRVTUS3N (International)
Account #2-022-986
(Please Reference Invoice Number)



Reed Smith LLP
599 Lexington Avenue
22nd Floor
New York, NY 10022
Telephone: +1 212 521 5400
Fax: +1 212 521 5450
Tax ID # 25-0749630

ABU DHABI • ATHENS • BEIJING • CENTURY CITY • CHICAGO • DUBAI • FRANKFURT • HONG KONG • HOUSTON • KAZAKHSTAN • LONDON • LOS ANGELES • MIAMI • MUNICH • NEW YORK
PARIS • PHILADELPHIA • PITTSBURGH • PRINCETON • RICHMOND • SAN FRANCISCO • SHANGHAI • SILICON VALLEY • SINGAPORE • TYSONS • WASHINGTON, D.C. • WILMINGTON

Michael Coulter
BBVA Compass
1345 Avenue of the Americas, 4th Floor
New York, NY 10105

Invoice Number: **2964408**
Invoice Date: **10/4/2017**
Client Number: **506425**
Matter Number: **506425.20030**

RE: Compass Mortgage Corporation

INVOICE SUMMARY

For services rendered in connection with the closing of a \$9.5 million bond facility to Adirondack
Medical Center..... \$ 14,860.00
Total Due This Invoice: \$ 14,860.00

Please Remit to:

Mail To:
Reed Smith LLP
P.O. Box 10096
Uniondale, NY 11555-10096

Wire Instructions:
BNY Mellon Bank N.A.
Philadelphia, PA
ABA Number: 031000037
Swift Code: IRVTUS3N (International)
Account #2-022-986
(Please Reference Invoice Number)



Tax ID No. 94-1311126

Adirondack Medical Center
 P.O. Box 471
 2233 State Route 86
 Saranac Lake, NY 12983

September 30, 2017
 Invoice No. 8153737
 Client No. 058554
 Matter No. 0000104
 Peter A. Baumgaertner
 (212) 858-1087

For Professional Services Rendered and Disbursements Incurred through September 30, 2017

<u>Matter Name</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
Adirondack Medical Center	\$ 8,000.00	\$ 0.00	\$ 8,000.00
Total This Invoice:	\$ 8,000.00	\$ 0.00	\$ 8,000.00

Pillsbury Winthrop Shaw Pittman LLP
 1540 Broadway - New York, NY - 10036-4039
 Due Upon Receipt
 Remittance Address
 P.O. Box 30769 New York, NY 10087-0769

Client No. 058554
Matter No. 0000104
Peter A. Baumgaertner

September 30, 2017
Invoice No. 8153737
Page 2

Adirondack Medical Center

For Professional Services Rendered and Disbursements Incurred Through September 30, 2017

PROFESSIONAL SERVICES IN CONNECTION WITH THE REVIEW OF THE TRUST INDENTURE, MASTER TRUST INDENTURE AND SUPPLEMENTAL INDENTURE, LOAN AGREEMENT, SECURITY AGREEMENTS AND OPINIONS; PREPARATION AND DELIVERY OF OPINIONS; REVIEW CLOSING MECHANICS; ATTENTION TO CLOSING MATTERS.

FEES AND DISBURSEMENTS	\$ 8,000.00
Total Due For Matter 0000104:	\$ 8,000.00

Invoice #4



Tax ID No. 94-1311126

Adirondack Medical Center
P.O. Box 471
2233 State Route 86
Saranac Lake, NY 12983

September 30, 2017
Invoice No. 8153737
Client No. 058554
Matter No. 0000104
Peter A. Baumgaertner
(212) 858-1087

Remittance Advice
Enclose this Remittance Advice for Proper Credit

<u>Matter Number</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
0000104	\$ 8,000.00	\$ 0.00	\$ 8,000.00
Total This Invoice:	\$ 8,000.00	\$ 0.00	\$ 8,000.00

Payable in U.S. Dollars upon receipt.

Payment Options:

For **payment by mail**, remit to: Pillsbury Winthrop Shaw Pittman LLP, P.O. Box 30769, New York, NY 10087-0769

For Electronic Payments including **Wire Transfer, ACH, and SWIFT Payments**, send to: JP Morgan Chase Bank NA, NY, NY; ABA# 021000021 (S.W.I.F.T. Code CHASUS33), for credit to Pillsbury Winthrop Shaw Pittman LLP, Account Number 301177087165.

Please include our client, matter and invoice number for proper credit.

[Additional remittance information may also be forwarded to accountsreceivable@pillsburylaw.com]

BRIGGS NORFOLK LLP2296 SARANAC AVENUE
LAKE PLACID, NEW YORK 12946RONALD J. BRIGGS*
MATTHEW D. NORFOLK
JENIFER R. BRIGGS
PHILIP J. TAKACS**
*ALSO ADMITTED IN SCTEL: 518.523.5555
FAX: 518.523.5559
www.briggsnorfolk.com
**ALSO ADMITTED IN FL & NJ

9/26/2017

Jody C. Olcott
7566 Court Street
P.O. Box 217
Elizabethtown, New York 12932Re: Essex County CRC to Adk Health (BOND)
BN File No. 5154**Services Rendered**

<u>Date</u>	<u>Description</u>	<u>Charges</u>
10/05/2016	Conference with client regarding CRC BOND transaction with Adirondack Health for a new hospital site in Lake Placid, New York; Attendance at presentation by Adirondack Health; Receipt and review inducement resolution noting minor typos; Reviewed revised inducements; Multiple conferences with working group beginning in July through closing in October; Provided formation records of CRC to bond counsel; Receipt and review draft documents which include Closing Memorandum; Company resolutions authorizing transaction; Loan Agreement; Trust Indenture; Specimen,an Bond, Pledge and Assignment; Master Indenture and Security Agreement, Series Four Note, Guaranty Agreement, Bond Purchase Agreement, Continuing Covenants Agreement; General Certificates for CRC, Hospital, and Trustee; Drafted opinion letter; Multiple conferences with client; Attendance at closing.	\$6,526.50
	Total Fees	\$6,526.50
	Total New Charges	\$6,526.50
	Previous Balance	\$0.00
	Balance Due	\$6,526.50

BRIGGS NORFOLK LLP

Page No.: 2

Payment due upon receipt of this Invoice. Please make checks payable to Briggs Norfolk LLP. Interest at the rate of .75% per month (9% APR) will be applied to all outstanding balances not paid within 30 days. If you have any questions regarding this bill, please do not hesitate to call our office.

**WIRE TRANSFER INSTRUCTIONS
BRIGGS NORFOLK LLP TRUST ACCOUNT**

Wire to: NBT BANK, NA
52 South Broad Street
Norwich, New York 13815

Lake Placid Branch
2483 Main Street
Lake Placid, New York 12946
518-523-9544

ABA Number 021303618

For Credit to:

Briggs Norfolk LLP
2296 Saranac Avenue
Lake Placid, New York 12946
518-523-5555

Account Number 7002486754

Invoice #6

Squire Patton Boggs (US) LLP

9/28/2017

Essex County Capital Resource Corporation/

Adirondack Medical Center Project 2017

Page 1

016250-00053

Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A

LEGAL SERVICES

As bond counsel for Essex County Capital Resource Corporation (the "Issuer") in connection with the Issuer's \$9,500,000 Multi-Mode Revenue Bonds (Adirondack Medical Center Essex County Project), Series 2017A, including drafting of documents, review of law, review of file, advice to client, discussions and conferences and issuing our approving legal opinion:

TOTAL SERVICES: \$80,000.00

DISBURSEMENT SUMMARY

TOTAL DISBURSEMENTS: \$0.00

MATTER TOTAL

TOTAL SERVICES: \$80,000.00

TOTAL DISBURSEMENTS: \$0.00

TOTAL AMOUNT FOR THIS MATTER: \$80,000.00

PAYMENT INSTRUCTIONS

Remit Check Payments to:

Squire Patton Boggs (US) LLP
P.O. Box 643051
Cincinnati, OH 45264
Phone: 216.687.3400
Fax: 216.687.3401

Remit Wire Payments to:

Squire Patton Boggs (US) LLP
US Bank
425 Walnut St.
Cincinnati, OH 45264
Bank Routing #042000013
Bank Account #576762314

Direct Billing Inquiries to:

Kenneth W. Bond
30 Rockefeller Plaza
New York, New York 10112
Phone: 212.872.9800
Fax: 212.872.9815
Email: kenneth.bond@squirepb.com

For Wires outside the US:

US Bank, USA
SWIFT Code USBKUS44IMT
Bank Account #576762314

Please include Invoice Number with all Payments
Tax Identification Number 34-0648199



Corporate Trust Services
EP-MN-WN3L
60 Livingston Avenue
St. Paul, MN 55107

Invoice Date: 10/5/2017
Direct Inquiries To: Steven Vaccarello
Phone: 212-951-8542

October 5, 2017

Sylvia Getman
Adirondack Medical Center
2233 State Route 86
Saranac Lake, NY 12983

Essex County Capital Resource Corp Adirondack Medical Center Series 2017A

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$2,500.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank

**Essex County Capital Resource Corporation
Adirondack Medical Center Multi Mode
Revenue Bonds Series 2017A**

Current Due:	\$2,500.00
Direct Inquiries To:	Steven Vaccarello
Phone:	212-951-8542

Invoice #7

Corporate Trust Services
EP-MN-WN3L
60 Livingston Avenue
St. Paul, MN 55107

Invoice Date: 10/5/2017
Direct Inquiries To: Steven Vaccarello
Phone: 212-951-8542

**Essex County Capital Resource Corporation
Adirondack Medical Center Multi Mode
Revenue Bonds Series 2017A**

Current Due:	\$2,500.00
Direct Inquiries To:	Steven Vaccarello
Phone:	212-951-8542

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

<u>Detail of Current Charges</u>	<u>Volume</u>	<u>Rate</u>	<u>Portion of Year</u>	<u>Total Fees</u>
Trustee Fee	1.00	1,500.00	100.00%	\$1,500.00
Acceptance Fee	1.00	1,000.00	100.00%	\$1,000.00
Subtotal Fee –				\$2,500.00
TOTAL AMOUNT DUE				\$2,500.00



ESSEX COUNTY IN THE PARK
INDUSTRIAL DEVELOPMENT AGENCY
EMPIRE ZONE

7566 Court Street . P.O. Box 217 . Elizabethtown, NY 12932
873-9114 . Fax 873-2011 . E-mail: info@essexcountyida.com
Web Site: www.essexcountyida.com

INVOICE

TO: Shawn Sinel, Senior Vice President
Public Finance Investment Banking
Piper Jaffray & Co.
90 State Street, Suite 700
Albany, NY 12207

DATE: September 27, 2017

RE: Adirondack Medical Center
Bond Application Fee

This amount is payable by check or wire transfer to the Essex County IDA, PO Box 217, 7566 Court Street, Elizabethtown, NY 12932 upon closing for \$9.5 million tax-exempt bond financing.

Total Amount Due

\$71,250.00

Wiring instructions: Wire Instructions at Champlain National Bank
Account Name: Essex County Capital Resouce Corp.
PO Box 217
Elizabethtown NY 12932
Routing #021310407
Account #3534969

If you have any questions or comments, please do not hesitate to contact me at (518) 873-9114 or by email at jolcott@essexcountyida.com

Invoices #9-12 Amount Summary

Adirondack Health

Summary of Capital Projects - Lake Placid

Paid thru 8.31.2017

Location	Vendor Name	Invoice Number	Invoice Date	Description	Funding Source	Amount	Year Spent	Check Date
Lake Placid	NYS DEPT OF HEALTH	7/23/15	07/23/2015	CON Application Fees	Operating Cash	2,000.00	2015	7/23/2015
				CON Application Fees Total		2,000.00		
Lake Placid	NYS DEPT OF HEALTH	42501	05/11/16	CON Processing Fees	Operating Cash	36,183.00	2016	5/11/2016
				CON Processing Fees Total		36,183.00		
Lake Placid	CICERO CONSULTING	28212	08/01/2015	CON Consulting	Operating Cash	9,455.00	2015	8/13/2015
Lake Placid	CICERO CONSULTING	28441	09/01/2015	CON Consulting	Operating Cash	5,112.00	2015	10/1/2015
Lake Placid	CICERO CONSULTING	28689	10/01/2015	CON Consulting	Operating Cash	468.75	2015	10/13/2015
Lake Placid	CICERO CONSULTING	29994	03/01/2016	CON Consulting	Operating Cash	660.98	2016	3/10/2016
Lake Placid	CICERO CONSULTING	30620	05/01/16	CON Consulting	Operating Cash	125.00	2016	5/12/2016
Lake Placid	CICERO CONSULTING	31286	08/01/2016	CON Consulting	Operating Cash	2,575.00	2016	8/16/2016
Lake Placid	CICERO CONSULTING	31855	10/01/2016	CON Consulting	Operating Cash	117.41	2016	10/18/2016
Lake Placid	CICERO CONSULTING	31675	09/01/2016	CON Consulting	Operating Cash	600.00	2016	10/25/2016
Lake Placid	CICERO CONSULTING	32141/738	11/01/2016	CON Consulting	Operating Cash	320.00	2016	11/29/2016
Lake Placid	CICERO CONSULTING	32520	12/01/2016	CON Consulting	Operating Cash	166.53	2016	12/20/2016
Lake Placid	CICERO CONSULTING	33069	02/01/2017	CON Consulting	Operating Cash	150.00	2017	2/14/2017
Lake Placid	CICERO CONSULTING	33776	05/01/2017	CON Consulting	Operating Cash	250.00	2017	5/11/2017
Lake Placid	CICERO CONSULTING	34071	06/01/2017	CON Consulting	Operating Cash	500.00	2017	6/15/2017
Lake Placid	CICERO CONSULTING	34731	08/01/2017	CON Consulting	Operating Cash	250.00	2017	8/24/2017
				CON Consulting Total		20,750.67		
Lake Placid	DORMITORY AUTHORITY STA	152092	08/31/2016	CON DASNY	Operating Cash	15,000.00	2016	9/13/2016
				CON DASNY Total		15,000.00		
				Grand Total		73,933.67		

Invoices #9-12 Wire Instructions

NBT Bank
209 Lake Flower Avenue
Saranac Lake, NY 12983

Account Name - Adirondack Medical Center
Routing Number – 021303618
Account Number – 7000975839

Cicero Consulting Associates
 VCC, Inc.

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarionos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz
 Evelyn Branford

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

Albany Unit
 William B. Carmello
 Joseph F. Poff
 Albert L. D'Amato
 Mark Van Gusing
 Rosemarie Forco-Nash
 Martha H. Poff
 Paul M. Tenen
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Madaloni
 (1952-2014)

Invoice # 34731

8/1/2017

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For July 2017			
Patrick Clemente	1	250.00	250.00
Total Time			250.00
Expenses		0.00	0.00

WORK: Consultation re: Environmental
 Requirements Space Configuration for PT and
 Pool Areas for Project #152092

RECEIVED

DE
 8/1/17

AUG 28 2017

AMC
 ALL OTHERS PAYABLE TO THIS

TOTAL DUE \$250.00

Please note the project number and invoice date on the check. Thank you for your consideration.

LP Capital Project

01-1260-0270

Approved by [Signature]

8.23.2017

Invoice #11

Cicero Consulting Associates VCC, Inc.

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dletz
 Evelyn Branford

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

Albany Unit
 William B. Carmello
 Joseph F. Poffi
 Albert L. D'Amato
 Mark Van Guysling
 Rosemarie Parco-Nash
 Martha H. Poffi
 Paul M. Tenan
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Madaloni
 (1952-2014)

Invoice # 34071

6/1/2017

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For May 2017			
Frank M. Cicero	0.5	400.00	200.00
Michael F. Cicero	1	300.00	300.00
Total Time			500.00
Expenses		0.00	0.00

WORK: Conference Call re: Pool; Prepare/Review
 Start Extension

TOTAL DUE \$500.00

Please note the project number and invoice date on the check. Thank you for your consideration.

LP "CON CONSULTING"
~~01-1260-0270~~
 01-1260-0270
 DE 6/1/17

Approved

[Signature] 6.19.2017

DE 5/11/17
Invoice #11

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
Tel: (914) 682-8657 • Fax: (914) 682-8895
cicero@ciceroassociates.com

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
Charles F. Murphy, Jr.
James Psarianos
Rose Murphy
Michael D. Ungerer
Noelia Chung
Brian Baldwin
Michael F. Cicero
Karen Dietz
Evelyn Branford

Albany Unit
William B. Carmello
Joseph F. Poff
Albert L. D'Amato
Mark Van Guysling
Rosemarie Parco-Nash
Martha H. Poff
Paul M. Tenan
Daniel Rinaldi, Jr.
Mary Ann Anglin

Emeritus Consultants
Nicholas J. Mongiardo
Joan Greenberg

Michael P. Parker, Sr.
(1941-2011)
Anthony J. Maddaloni
(1952-2014)

Invoice # 33776

5/1/2017

Ms. Bonnie Ohmann
ADIRONDACK HEALTH
2333 State Route 86, PO Box 471
Saranac Lake, NY

PROJECT DESCRIPTION:
CON re: Construction of Lake Placid
Health and Wellness Center
PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For April 2017			
Frank M. Cicero	0.25	400.00	100.00
Michael F. Cicero	0.5	300.00	150.00
Total Time			250.00
Expenses		0.00	0.00

WORK: Finalize DOH Approval

RECEIVED
MAY 11 2017
AMC
ACCOUNTS PAYABLE DEPT

TOTAL DUE

\$250.00

*Wicks
5.9.2017*

Please note the project number and invoice date on the check. Thank you for your consideration.

CON-LP
Capital projects

01-1260 - ~~0280~~
0270

"CON consulting"

Invoice #11
 2/14/17 @ 8:50 AM
 Done 3/21/17

Cicero Consulting Associates
VCC, Inc.

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarinos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz
 Evelyn Branford

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

Albany Unit
 William B. Carmello
 Joseph F. Poff
 Albert L. D'Amato
 Mark Van Gysling
 Rosemarie Porco-Nash
 Martha H. Poff
 Paul M. Tenan
 Daniel Rhaldt, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Maddaloni
 (1952-2014)

Invoice # 33069

2/1/2017

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For January 2017			
Michael F. Cicero	0.5	300.00	150.00
Total Time			150.00
Expenses		0.00	0.00

WORK: Conference Call re: Contingencies and
 Construction Process

TOTAL DUE \$150.00

Please note the project number and invoice date on the check. Thank you for your consideration.

→ I will see when
 working on March
 capital!
 LP should be 01.1260.0270!
 I will make adjustment
 in App in Meditech!
 -Bcf 3/21/17

DE
 2/14/17
 MCF
 01.1260.0280
 2.17.2017

RECEIVED
DEC 16 2016
AMC
ACCOUNTS PAYABLE DEPT.

Cicero Consulting Associates

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
Charles F. Murphy, Jr.
James Psarianos
Rose Murphy
Michael D. Ungerer
Noelia Chung
Brian Baldwin
Michael F. Cicero
Karen Dietz
Evelyn Branford

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
Tel: (914) 682-8657 • Fax: (914) 682-8895
cicero@ciceroassociates.com

Albany Unit
William B. Carmello
Joseph F. Poffi
Albert L. D'Amato
Mark Van Guysling
Rosemarie Porco-Nash
Martha H. Poffi
Paul M. Tenan
Daniel Rinaldi, Jr.
Mary Ann Anglin

Emertus Consultants
Nicholas J. Mongiardo
Joan Greenberg

Michael P. Parker, Sr.
(1941-2011)
Anthony J. Maddaloni
(1952-2014)

Invoice # 32520

12/1/2016

Ms. Bonnie Ohmann
ADIRONDACK HEALTH
2333 State Route 86, PO Box 471
Saranac Lake, NY

PROJECT DESCRIPTION:
CON re: Construction of Lake Placid
Health and Wellness Center
PROJECT NUMBER: 7388

NAME	HOURS	RATE	TOTAL
Work For November 2016			
Michael F. Cicero	0.5	300.00	150.00
Total Time			150.00
Expenses		16.53	16.53

WORK: Prepare Construction Start Extension Request

RECEIVED
DEC 19 2016
AMC
ACCOUNTS PAYABLE DEPT.

TOTAL DUE \$166.53 ✓

Please note the project number and invoice date on the check. Thank you for your consideration.

Con Consulting

OK Bonnie Ohmann

01.12.2016.0270

*Notes
12/19/2016*

*DE
12/16/16*

Cicero Consulting Associates

VCC, Inc.

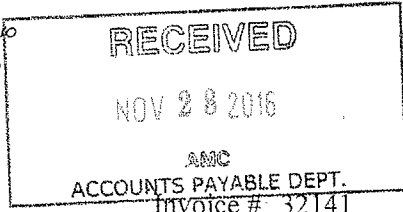
701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz
 Evelyn Branford

Albany Unit
 William B. Carmello
 Joseph F. Poff
 Albert L. D'Amato
 Mark Van Gyuysling
 Rosemarie Porco-Nash
 Martha H. Poff
 Paul M. Tenan
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Maddaloni
 (1952-2014)



11/1/2016

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For October 2016			
Frank M. Cicero	0.25	380.00	95.00
Michael F. Cicero	0.75	300.00	225.00
Total Time			320.00
Expenses		0.00	0.00

WORK: Call w/ Mr. Abel re: Project Early Start and Client Update

01,1260.0270

TOTAL DUE

\$320.00

Please note the project number and invoice date on the check. Thank you for your consideration.

11-22-16 [Signature]

Brett:
 "CON Consulting"

[Signature]
 11.22.2016

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz
 Evelyn Branford

Albany Unit
 William B. Carmello
 Joseph F. Poff
 Albert L. D'Amato
 Mark Van Guysling
 Rosemarie Porco-Nash
 Martha H. Poff
 Paul M. Tenan
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Macdonald
 (1952-2014)

Invoice # 31855

10/1/2016

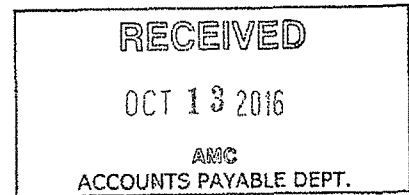
Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For September 2016			
Frank M. Cicero	0.25	380.00	95.00
Total Time			95.00
Expenses		22.41	22.41

WORK: Consultation re: Early Start of
 Construction Process

*DE
10/1/16*



TOTAL DUE \$117.41

Please note the project number and invoice date on the check. Thank you for your consideration.

OK-1260-0270

*Mish
10.11.2016*

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dletz
 Evelyn Branford

Albany Unit
 William B. Carmello
 Joseph F. Poffi
 Albert L. D'Amato
 Mark Van Gyuyling
 Rosemarie Porco-Nash
 Martha H. Poffi
 Paul M. Tenan
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Maddalon!
 (1952-2014)

DE
 10/24/16

Invoice # 31675

9/1/2016

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

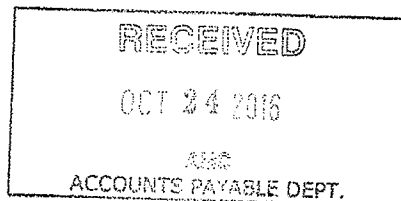
PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For August 2016			
Michael F. Cicero	1.5	300.00	450.00
Evelyn Branford	1.5	100.00	150.00
Total Time			600.00
Expenses		0.00	0.00

WORK: Client Conference Calls/NYSDOH
 E-Mail re: Pool Responses/Cost Increase; Revise
 Extension Letters

TOTAL DUE \$600.00

Please note the project number and invoice date on the check. Thank you for your consideration.



01-1260-0270
 [Signature]
 [Signature] END
 10-19-16

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz
 Evelyn Branford

Albany Unit
 William B. Carmello
 Joseph F. Poffi
 Albert L. D'Amato
 Mark Van Gyustring
 Rosemarie Porco-Nash
 Martha H. Poffi
 Paul M. Tenon
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Maddaloni
 (1952-2014)

Invoice # 31286

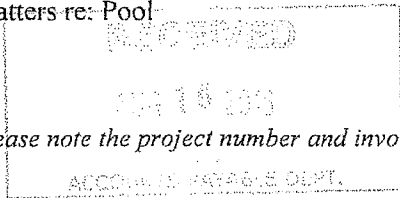
8/1/2016

Ms. Bonnie Ohmann
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For July 2016			
Frank M. Cicero	3.75	380.00	1,425.00
Michael F. Cicero	3.75	300.00	1,125.00
Evelyn Branford	0.25	100.00	25.00
Total Time			2,575.00
Expenses		0.00	0.00

WORK: Participate in Multiple Conference Calls
 and Coordinate Review/Additional Information
 Matters re: Pool



TOTAL DUE \$2,575.00

Please note the project number and invoice date on the check. Thank you for your consideration.

Acct # 01-1260-0270

Handwritten signature and date: 8.16.2016

Handwritten initials: DE 8/16/16

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

White Plains Unit
 Frank T. Cicero, M.D.
 Frank M. Cicero
 Charles F. Murphy, Jr.
 James Psarianos
 Rose Murphy
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dletz
 Evelyn Branford

Liberty Unit
 William B. Carmello
 Joseph F. Poff
 Albert L. D'Amato
 Mark Van Guysling
 Rosemarie Porco-Nash
 Martha H. Poff
 Paul M. Tenan
 Daniel Rinaldi, Jr.
 Mary Ann Anglin

Emeritus Consultants
 Nicholas J. Mongiardo
 Joan Greenberg

Michael P. Parker, Sr.
 (1941-2011)
 Anthony J. Madaloni
 (1952-2014)

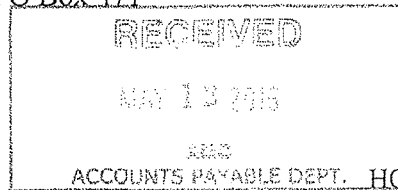
1760-6470 DE 5/12/16

Invoice # 30620

5/1/2016

Ms. Chandler Ralph, President/CEO
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388



<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For April 2016			
Evelyn Branford	1.25	100.00	125.00
Total Time			125.00
Expenses		0.00	0.00

WORK: Contingency Monitoring and Preparation
 of Construction Extension Letter

OK [Signature]
 5/10/16

TOTAL DUE \$125.00

Please note the project number and invoice date on the check. Thank you for your consideration.

DE
3/10/16

Cicero Consulting Associates
VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
Tel: (914) 682-8657 • Fax: (914) 682-8895
cicero@ciceroassociates.com

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
Charles F. Murphy, Jr.
James Paolantonio
Rose Murphy
Michael D. Ungerer
Noelia Chung
Brian Baldwin
Michael F. Cicero
Karen Dietz
Evelyn Branford

Albany Unit
William B. Carmello
Joseph F. Paff
Albert L. D'Amato
Mark Van Guysling
Rosemarie Porco-Nash
Martha H. Poff
Paul M. Tenan
Daniel Rinaldi, Jr.
Mary Ann Anglin

Emeritus Consultants
Nicholas J. Mongiardo
Joan Greenberg

Michael P. Parker, Sr.
(1941-2011)
Anthony J. Maddaloni
(1952-2014)

*Please note
we have billed over our
cap for new work scope only.*

Invoice # 29994

3/1/2016

Ms. Chandler Ralph, President/CEO
ADIRONDACK HEALTH
2333 State Route 86, PO Box 471
Saranac Lake, NY

PROJECT DESCRIPTION:
CON re: Construction of Lake Placid
Health and Wellness Center
PROJECT NUMBER: 7388

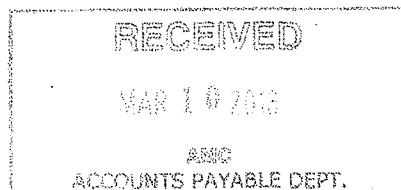
<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For February 2016			
Charles F. Murphy, Jr.	1.25	320.00	400.00
Michael F. Cicero	0.75	300.00	225.00
Total Time			625.00
Expenses		35.98	35.98

WORK: Consultation re: Finance/Potential Cost Increase; Draft Pool Letter

*OK Ralph 3/10/16
Cap Proj*

TOTAL DUE \$660.98

Please note the project number and invoice date on the check. Thank you for your consideration.



01.1260.0270

Cicero Consulting Associates
VCC, Inc.

White Plains Unit

Frank T. Cicero, M.D.
 Frank M. Cicero
 James Psarianos
 Michael D. Ungerer
 Noelia Chung
 Brian Baldwin
 Michael F. Cicero
 Karen Dietz

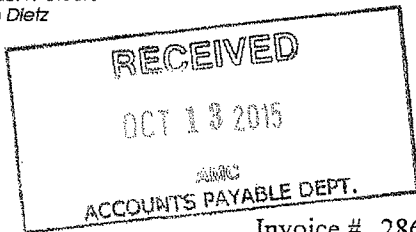
701 Westchester Ave. • Suite 210W • White Plains, NY 10604
 Tel: (914) 682-8657 • Fax: (914) 682-8895
 cicero@ciceroassociates.com

Albany Unit

William B. Carmello
 Anthony J. Maddaloni
 Rose Murphy
 Joseph F. Pofit
 Charles F. Murphy, Jr.
 Albert L. D'Amato
 Mark Van Guysling
 Rosemarie Porco-Nash

Emeritus Consultants

Nicholas J. Mongiarato
 Michael P. Parker
 Joan Greenberg



Invoice # 28689

10/1/2015

Ms. Chandler Ralph, President/CEO
 ADIRONDACK HEALTH
 2333 State Route 86, PO Box 471
 Saranac Lake, NY

PROJECT DESCRIPTION:
 CON re: Construction of Lake Placid
 Health and Wellness Center
 PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For September 2015			
Frank M. Cicero	1.25	375.00	468.75
Total Time			468.75
Expenses		0.00	0.00

WORK: Prepare/Review Additional Information;
 Participate in NYSDOH Meeting

Note: Hours Above Cap Not Billed

DE
 10/13/15

TOTAL DUE \$468.75

Please note the project number and invoice date on the check. Thank you for your consideration.

[Handwritten Signature]
 10/9/15
 01-1260-0270

Invoice #11

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
Tel: (914) 682-8657 • Fax: (914) 682-8895
cicero@ciceroassociates.com

White Plains Unit

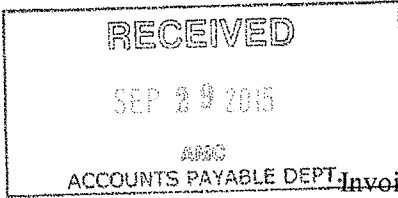
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarlanos
Michael D. Ungerer
Noelia Chung
Brian Baldwin
Michael F. Cicero
Karen Dietz

Albany Unit

William B. Carmello
Anthony J. Madaloni
Rose Murphy
Joseph F. Paff
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Gysling
Rosemarie Porco-Nash

Emeritus Consultants

Nicholas J. Mongiardo
Michael P. Parker
Joan Greenberg



DE 9-30-15
1066-6289

9/1/2015

Ms. Chandler Ralph, President/CEO
ADIRONDACK HEALTH
2333 State Route 86, PO Box 471
Saranac Lake, NY

PROJECT DESCRIPTION:
CON re: Construction of Lake Placid
Health and Wellness Center
PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For August 2015			
Frank M. Cicero	3	375.00	1,125.00
Michael F. Cicero	5	280.00	1,400.00
Michael Maiale	10	250.00	2,500.00
Total Time			5,025.00
Expenses		87.00	87.00

WORK: Prepare/Review/Complete Application;
Provide Additional Information to NYSDOH;
Client Consultation

TOTAL DUE \$5,112.00

Please note the project number and invoice date on the check. Thank you for your consideration.

OK with Ralph
9/29/15

Invoice #11
01.1260.0280

CIP-Saranac Lake

Cicero Consulting Associates

VCC, Inc.

701 Westchester Ave. • Suite 210W • White Plains, NY 10604
Tel: (914) 682-8657 • Fax: (914) 682-8895
cicero@ciceroassociates.com

White Plains Unit

Frank T. Cicero, M.D.
Frank M. Cicero
James Psarianos
Michael D. Ungerer
Noella Chung
Brian Baldwin
Michael F. Cicero
Karen Dietz

Albany Unit

William B. Carmello
Anthony J. Madaloni
Rose Murphy
Joseph F. Poffi
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Gyuising
Rosemarie Porco-Nash

Eminentis Consultants

Nicholas J. Mongiardo
Michael P. Parker
Joan Greenberg

Invoice # 28212

8/1/2015

Ms. Chandler Ralph, President/CEO
ADIRONDACK HEALTH
2333 State Route 86, PO Box 471
Saranac Lake, NY

PROJECT DESCRIPTION:
CON re: Construction of Lake Placid
Health and Wellness Center
PROJECT NUMBER: 7388

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Work For July 2015			
Frank M. Cicero	4	375.00	1,500.00
Michael F. Cicero	11	280.00	3,080.00
Michael Maiale	19.5	250.00	4,875.00
Total Time			9,455.00
Expenses		0.00	0.00

RECEIVED
AUG 11 2015
AMC
ACCOUNTS PAYABLE DEPT.

WORK: Drafting Application Materials;
Participate in Multiple Conference Calls;
Coordinate Architectural and Financial Matters w/
Project Team Members

TOTAL DUE \$9,455.00

Please note the project number and invoice date on the check. Thank you for your consideration.


8/11/15

Invoice #12



DASNY

515 Broadway
Albany, New York 12207-2964
Phone (518) 257-3000 *ext. 3000*

DATE: August 31, 2016
INVOICE # 1
FOR: DOH CON #152092

Bill To:

Ms. Bonnie Ohmann
Grants & Strategic Projects Manager
Adirondack Health
2233 State Route 86, P.O. Box 471
Saranac Lake, NY 12983

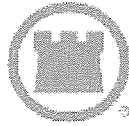
DESCRIPTION	AMOUNT
Adirondack Medical Center-Saranac Lake Site-Relocate Adirondack Medical Center's Lake Placid campus from Church Street, Lake Placid to a newly constructed building to be located at 185 Old Military Road, Lake Placid DASNY Project No. 334600	\$15,000.00
Please include CON # on your payment.	
Design Review Services-CON#152092 <div data-bbox="430 1192 824 1381" style="border: 1px solid black; padding: 5px; text-align: center;"><p>RECEIVED SEP 08 2016 AMC ACCOUNTS PAYABLE DEPT.</p></div> <p style="text-align: right;"><i>[Handwritten Signature]</i></p>	<i>GL PL 260.0270</i>
TOTAL	\$ 15,000.00

Make all checks payable to *Dormitory Authority State of New York*

Mail Payment to:

Dormitory Authority State of New York
515 Broadway
Albany, New York 12207-2964

Attn: Keith LaPlante, Director-Code Compliance



PRELIMINARY INVOICE

RE: 185 Old Military Road
North Elba, NY
Adirondack Medical Center

File Number: CT16-30851-ALB
Invoice Number: 371481
Invoice Date: 9/28/2017
Customer Ref #:

To: Meghan K. Lohman Rivkin Radler 9 Thurlow Terrace Albany, NY 12203	From: Chicago Title Insurance Services, LLC 80 State Street Albany, NY 12207
--	--

Description	Acct Code	Liability	Amount	Quantity	Total
Report on Title	5761		\$500.00	1	\$500.00

Notes:

Subtotal	\$500.00
* Tax @ 8.0000%	\$40.00
Grand Total	\$540.00

Please Remit To:

Chicago Title Insurance Services, LLC
80 State Street
Albany, NY 12207
518-436-9711

Please be advised that FNTG has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at www.nyrates.fntg.com.

Title costs for this transaction may include charges for certain services not specified in the TIRSA rate manual and provided at the request of your lender or attorney. The issuance of title policy is not dependent upon the performance of such additional services.

Thank you!





CHICAGO TITLE
INSURANCE SERVICES

Chicago Title Insurance Services, LLC
80 State Street
Albany, NY 12207

WIRING INSTRUCTIONS

Bank of America

69 STATE STREET
ALBANY, NY, 12207

ABA #026009593

Chicago Title Insurance Services, LLC
80 State Street
Albany, NY 12207

ACCOUNT # 1257032382

Telephone-Advise upon receipt
Attn: Carolyn Schissler
Phone No: 518-436-9711

Reference # Our Title No. (

DIRECT