

Once recorded please return to: Grace E. Dunlap, Esq.
Bryant Miller Olive
One Tampa City Center, Suite 2700
Tampa, Florida 33602

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, dated as of April 1, 2020 (the "Agreement"), is by and between Hillsborough County Industrial Development Authority (the "Authority"), an industrial development authority created and existing under the laws and Constitution of the State of Florida (the "State"), and Pinellas County, Florida (the "County"), a political subdivision of the State with powers under Chapter 125, Florida Statutes, and is to be effective upon the filing hereof with the Clerk of the Circuit Court for Hillsborough County, Florida and with the Clerk of the Circuit Court for Pinellas County, Florida as provided in Section 7 below.

RECITALS

BayCare Health System, Inc., a Florida corporation, and/or one or more related and/or affiliated entities (the "Borrower"), has requested the issuance by the Authority of not to exceed \$1,250,000,000 Health System Revenue Bonds, BayCare Health System Issue, Series 2020 (the "Bonds") and a loan of the proceeds from the sale thereof to the Borrower for the principal purpose of (i) financing, refinancing and reimbursing the costs of acquisition and construction of certain capital improvements, including items of machinery and equipment, to healthcare facilities owned and operated by the Borrower and its affiliates, including the refunding of certain outstanding bonds previously issued for the Borrower and its affiliates, (ii) funding capitalized interest on Bonds, if any, and (iii) paying costs of issuance in connection with the Bonds, all as described in Exhibit A to this Agreement (collectively, the "Project").

Various portions of the Project are located outside of the geographic boundaries of Hillsborough County, Florida, the Authority's primary area of jurisdiction, and a portion of the Project is located in the County, as further described in Exhibit A.

It is necessary and desirable that the Authority and the County enter into this Interlocal Agreement in order to document the authority for the Authority to issue the Bonds to finance and refinance the Project and thereby assist the Borrower.

The Bonds shall not be an obligation of the County and neither the County nor any other political subdivision of the State nor any agency thereof, other than the Authority (from the funds provided by the Borrower), shall in any way be obligated to pay the principal of, premium, if any, or interest on the Bonds as the same become due and the Bonds shall be limited obligations of the Authority, payable solely from funds provided by the Borrower for that purpose, and the issuance of the Bonds shall not directly, indirectly or contingently obligate

the Authority or the County to use any Authority funds or County funds, other than funds provided by the Borrower for their payment.

In consideration of the mutual agreements contained in this Agreement and upon the further consideration of the recitals set forth above, the Authority and the County agree as follows:

Section 1. The Authority is authorized by the County to issue the Bonds for the benefit of the Borrower to finance and refinance the Project notwithstanding that a portion of the Project is located in the County and not within the Authority's primary area of jurisdiction. The County hereby finds that pursuant to Section 159.26(3), Florida Statutes, the issuance of the Bonds shall facilitate and encourage the planning and development of Projects without regard to the boundaries between Hillsborough County, Pasco County and Pinellas County in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable.

Section 2. This Interlocal Agreement shall in no way be interpreted as a delegation or abrogation of any powers of the County concerning zoning, building, land use or any other powers that the County would have in the absence of this Interlocal Agreement, the sole purpose of the Interlocal Agreement being to enable the Authority to participate in the financing and refinancing of the Project as described herein. This Interlocal Agreement is being executed pursuant to Section 125.01(1)(p), Florida Statutes, in order to share the power of the County, with respect to financing and refinancing of the portion of the Project within the County through the issuance of the Bonds, with the Authority.

Section 3. Neither the provisions, covenants or agreements contained in this Interlocal Agreement, nor the Bonds issued pursuant to this Interlocal Agreement shall constitute an indebtedness, liability or pledge of the faith and credit of the County. The issuance of the Bonds pursuant to this Interlocal Agreement shall not directly, indirectly or contingently obligate the County to levy or to pledge any form of taxation whatsoever thereof, or to make any appropriation for their payment.

Section 4. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the Authority in his or her individual capacity, and no member, officer, agent or employee of the County or the Authority shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

Section 5. This Interlocal Agreement is being delivered and is intended to be performed in the State, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the State. Venue for any legal action related to this Interlocal Agreement shall be the County.

Section 6. This Interlocal Agreement does not obligate the Authority to issue the Bonds.

Section 7. Upon execution hereof by the Authority and the County, the Authority shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court for Hillsborough County, Florida and with the Clerk of the Circuit Court for Pinellas County, Florida as provided in Section 163.01(11), Florida Statutes.

Section 8. The terms of this Interlocal Agreement shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project or the Borrower, and the County shall not be construed by reason of this Interlocal Agreement to make any endorsement, finding or recommendation or to have waived any right of the County or to have estopped the County from asserting any rights or responsibilities it may have in such regard.

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IN WITNESS WHEREOF, the parties have entered into this Interlocal Agreement as of the day and year first written above.

HILLSBOROUGH COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

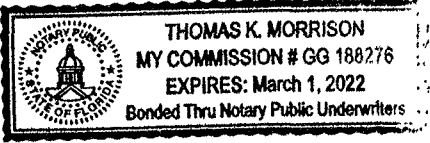
(SEAL)

By: *Victor DiMauro*
VICTOR DIMAURO Chairman

ATTEST:
Michael Kersmann
Michael Kersmann, Secretary

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss:

The foregoing instrument was acknowledged before me this 6th day of March 2020, by Victor D. Mauro, Chairman, and by Michael Kersmann, Secretary, of the Hillsborough County Industrial Development Authority. They are personally known to me or have produced _____ and _____, respectively, as identification.



Thomas K. Morrison
Notary Public - State of Florida

My Commission Expires:

Thomas K. Morrison

[Signatures continue on following page]

BOARD OF COUNTY COMMISSIONERS
OF PINELLAS COUNTY, FLORIDA

(SEAL)

By: _____
Title: County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners

By: _____
Title: Chair

Donald S. Crowell, Chief Asst. County Attorney; APPROVED AS TO FORM

01391713

EXHIBIT A

DESCRIPTION OF THE PROJECT

The proceeds of the Bonds will be loaned by the Hillsborough County Industrial Development Authority to BayCare Health System, Inc. ("BayCare") and will be used to finance and refinance facilities of BayCare and its affiliated hospitals. The Series 2020 Bonds will finance and refinance projects in the following locations (A) in the City of Tampa, being St. Joseph's Hospital at 3001 West Dr. Martin Luther King Boulevard, St. Joseph's Women's Hospital at 3030 West Dr. Martin Luther King Boulevard, and St. Joseph's Children's Hospital at 3001 West Dr. Martin Luther King Boulevard, all of which are owned and operated by St. Joseph's Hospital, Inc., (B) in Pinellas County, being (1) St. Anthony's Hospital at 1200 7th Avenue North in St. Petersburg, owned and operated by St. Anthony's Hospital, Inc, (2) Morton Plant Hospital at 300 Pinellas Street in Clearwater, owned and operated by Morton Plant Hospital Association, Inc., and (3) Mease Dunedin Hospital at 601 West Main Street in Dunedin, and Mease Countryside Hospital at 3231 McMullen-Booth Road in Safety Harbor, both of which are owned and operated by Trustees of Mease Hospital, Inc., (C) in Hillsborough County, being St. Joseph's Hospital-North at 4211 Van Dyke Road in Lutz, and St. Joseph's Hospital-South at 6901 Simmons Loop Road in Riverview, both of which are owned and operated by St. Joseph's Hospital, Inc., and South Florida Baptist Hospital at 301 North Alexander Street in Plant City, which is owned and operated by South Florida Baptist Hospital, Inc., and (D) in Pasco County, being Morton Plant North Bay Hospital located at 6600 Madison Street in New Port Richey, owned and operated by Morton Plant Hospital Association, Inc., and the new hospital to be built and to be located at 4501-4503 Bruce B. Downs Boulevard in Wesley Chapel and to be owned and operated by BayCare Pasco, Inc., a newly created affiliate of BayCare. It is the intention of BayCare and the City that the first series of the Series 2020 Bonds will be issued not later than one year from the date of approval of the plan of finance described herein.

BayCare will use the proceeds of the Series 2020 Bonds for the following purposes within Pinellas County, Florida (the "Pinellas Projects"):

- (a) finance and refinance hospital and healthcare facilities and related equipment, including but not limited to the Master Facility Plan, for Mease Countryside Hospital located at the above address in Safety Harbor, Florida, in the approximate amount of \$156 million.
- (b) finance and refinance hospital and healthcare facilities and related equipment, including but not limited to the Master Site Plan, Barnard 5 renovation, and IR expansion and renovation, for Morton Plant Hospital located at the above address in Clearwater, Florida, in the approximate amount of \$26.2 million.

- (c) finance and refinance hospital and healthcare facilities and related equipment, including but not limited to the Master Facility Plan, Phases II and III, for St. Anthony's Hospital located at the above address in St. Petersburg, Florida, in the approximate amount of \$215.9 million.
- (d) refund all or a portion of Health System Revenue Bonds, BayCare Health System Issues, issued by the City of Tampa (the "City") or the Pinellas County Health Facilities Authority (the "Authority") on behalf of BayCare Health System, Inc., being (a) the Authority's approximately \$18,000,000 Series 2003A-2 (the "Series 2003 Bonds"), (b) the Authority's approximately \$200,000,000 Series 2009A (the "Series 2009 Bonds"), (c) the City's approximately \$80,000,000 Series 2010 (the "Series 2010 Bonds"), and (d) the City's approximately \$365,000,000 Series 2012ACDE (the "Series 2012 Bonds").

The proceeds of the Series 2003 Bonds were used to finance and refinance hospital and healthcare facilities and related equipment for Morton Plant Hospital, Morton Plant North Bay Hospital, Mease Hospital and Mease Countryside Hospital located at the above addresses in Clearwater, New Port Richey, Dunedin and Countryside, Florida, and also located at 400 Corbett Street, Belleair, 8787 Bryan Dairy Road, Largo, 3890 Tampa Road, Palm Harbor, and 455 Pinellas Street, Clearwater, Florida.

The proceeds of the Series 2009 Bonds were used to finance and refinance hospital and healthcare facilities and related equipment for Morton Plant Hospital, Morton Plant North Bay Hospital, Mease Hospital, Mease Countryside Hospital, St. Joseph's Hospital, St. Joseph's Hospital-North, St. Anthony's Hospital and South Florida Baptist Hospital, located at the above addresses in Clearwater, New Port Richey, Dunedin, Countryside, Tampa, Lutz, St. Petersburg, and Plant City, Florida.

The proceeds of the Series 2010 Bonds were used to finance and refinance hospital and healthcare facilities and related equipment for St. Joseph's Hospital and St. Anthony Hospital located at the above addresses in Tampa and St. Petersburg, Florida.

The proceeds of the Series 2012 Bonds were used to finance and refinance hospital and healthcare facilities and related equipment for Morton Plant Hospital, Morton Plant North Bay Hospital, Mease Hospital, Mease Countryside Hospital, St. Joseph's Hospital, St. Joseph's Hospital - North, St. Joseph's Hospital - South, St. Anthony's Hospital, and South Florida Baptist Hospital located at the above addresses in Clearwater, New Port Richey, Dunedin, Countryside, Tampa, Lutz, Riverview, St. Petersburg, and Plant City, Florida.

APPROVAL AND ACKNOWLEDGMENT OF BAYCARE HEALTH SYSTEM, INC.

In consideration of the sum of \$10.00 together with other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BayCare Health System, Inc., a Florida corporation (the "Borrower"), by and through its undersigned authorized officer, hereby approves the Interlocal Agreement to which this document is attached and, by causing this Approval and Acknowledgment to be executed by its proper officer and its seal to be affixed hereto all as of the date of said Interlocal Agreement, hereby agrees as follows:

The fees and expenses of Pinellas County, Florida (the "County") shall be paid by the Borrower in the manner and to the extent mutually agreed upon by the officials of the County and the Borrower at or prior to issuance of the Bonds.

The Borrower agrees to indemnify and hold harmless the County, and its respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever (including reasonable fees and expenses of attorneys, accountants, consultants and other experts) arising out of, resulting from, or in any way connected with the Interlocal Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses arising from the willful misconduct of the County.

Capitalized terms used herein and not defined herein shall have the meanings given such terms in the Interlocal Agreement to which this document is attached.

BAYCARE HEALTH SYSTEMS INC., a Florida Corporation

(SEAL)

By:  _____

Name: Janice Polo

Title: Executive Vice President and Chief
Financial Officer

[Notary's acknowledgment appears on following page]

STATE OF FLORIDA)
) ss:
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 16th day of March, 2020, by Janice Polo the Executive Vice President and Chief Financial Officer of BayCare Health System, Inc., on behalf of said corporation. She is personally known to me or has produced _____ as identification.

Sonia Madera
Notary Public - State of Florida

My Commission Expires: July 20, 2023

