

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY
TUESDAY, APRIL 9, 2019
4:00 P.M.

St. Petersburg City Hall
Community Resource Room
175 5th Street North, St. Petersburg, Florida 33701

AGENDA

1. Call to Order by Chairman; Introductions
2. Approval of November 27, 2018 minutes
3. Public Comment
4. Consideration of Authorizing Resolution regarding amendments relating to the City of St. Petersburg Health Facilities Authority Revenue Refunding Bonds (All Children's Hospital, Inc. Obligated Group), Series 2012A
5. Other business to come before the Authority
6. Adjourn

City of St. Petersburg Health Facilities Authority

November 27, 2018 Meeting

The City of St. Petersburg Health Facilities Authority (the "Authority") met on November 27, 2018 in the Community Resource Room at City Hall. Chairwoman Mrs. Allen called the meeting to order at 4:13 p.m.

Authority Members present included: Mrs. Mary Wyatt Allen, Mr. Wayne N. "Skip" Fraser, Mr. William C. Johnson, and Ms. Maryanne M. Rouse. Also present:

Macall D. Dyer, Esq.
Managing Assistant City Attorney
City of St. Petersburg, Florida
Authority Counsel

Grace E. Dunlap, Esq
Bryant Miller Olive P.A.
Tampa, Florida
Bond Counsel

Robert Goldstein, CEO
Menorah Manor, Inc.
St. Petersburg, Florida

Donna Perryman, CFO
Menorah Manor, Inc.
St. Petersburg, Florida

Jill Wilkinson, Senior Vice President
STI Institutional & Government, Inc.
St. Petersburg, Florida

Danielle LaVere, acting Recording Secretary
Bryant Miller Olive P.A.
Tampa, Florida

As this was the first meeting of 2018, the election of officers was the first order of business for the Authority. The Authority unanimously approved to re-elect Mrs. Allen as Chairwomen and Mr. Fraser as Vice Chairman. There was a motion to elect Mr. Johnson as Secretary and the Authority unanimously approved such appointment. New Member, Ms. Rouse was introduced to the room by Ms. Dyer. Mr. Fraser motioned and Mr. Johnson seconded the motion and it carried unanimously.

The minutes of the October 5, 2016 meeting were approved as distributed.

Mrs. Allen requested public comment and Ms. Dyer sounded the hall to assure that there was not anyone wishing to speak on the matter. No members of the public appeared to speak during the public comment period. Mr. Goldstein, Ms. Perryman and Ms. Wilkinson presented the amendment and provided details relating to the Menorah Manor facility and the upcoming project. Mr. Fraser moved "THE AUTHORITY APPROVE A RESOLUTION BY THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FINANCING AGREEMENT AMENDING CERTAIN PROVISIONS OF A FINANCING AGREEMENT RELATING TO THE AUTHORITY'S OUTSTANDING HEALTH FACILITIES

REVENUE REFUNDING BONDS (MENORAH MANOR PROJECT), SERIES 2014A, AND HEALTH FACILITIES REVENUE REFUNDING BONDS (MENORAH MANOR PROJECT), SERIES 2014B (TAXABLE) (COLLECTIVELY, THE "SERIES 2014 BONDS"); PROVIDING FOR A NEW FORM OF THE SERIES 2014A BONDS; PROVIDING CONSENT TO THE FUTURE MERGER OF MENORAH MANOR SENIOR LIVING, LLC INTO MENORAH MANOR, INC.; PROVIDING AUTHORIZATION FOR CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE REISSUANCE OF THE SERIES 2014A BONDS; PROVIDING CERTAIN OTHER TAX MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE". Mr. Johnson seconded the motion and it carried unanimously.

The Authority discussed an expression of sympathy to Mr. John L. Green's family regarding his passing and a letter to Ms. Mary H. Cross for her service to the community and to the Authority upon her retirement from the Authority Board. Ms. Dunlap and Ms. Dyer agreed to draft the letters on behalf of the Authority.

There being no further business, the meeting was adjourned at 4:23 p.m.

RESOLUTION

A RESOLUTION OF THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY AUTHORIZING A SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE REGARDING THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY (THE "AUTHORITY") HEALTH FACILITIES REVENUE REFUNDING BONDS (ALL CHILDREN'S HOSPITAL, INC. OBLIGATED GROUP), SERIES 2012A; MAKING CERTAIN FINDINGS AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AUTHORIZING THE OFFICERS OF THE AUTHORITY TO PERFORM CERTAIN OTHER ACTIONS; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, All Children's Hospital, Inc. ("All Children's") has outstanding the City of St. Petersburg Health Facilities Authority (the "Authority") Health Facilities Revenue Refunding Bonds (All Children's Hospital, Inc. Obligated Group), Series 2012A (the "Series 2012A Bonds"), issued pursuant to the related Trust Indenture dated as of June 1, 2012 (the "2012 Indenture") as amended and supplemented by the First Amendment and Supplement to Trust Indenture dated November 1, 2014 (the "First Amendment" and together with 2012 Indenture the "Indenture"), each between the Authority and Wells Fargo Bank, National Association, as trustee (the "2012 Bond Trustee");

WHEREAS, the proceeds of the Series 2012A Bonds were loaned to All Children's pursuant to the related Loan Agreement between the Authority and All Children's dated as of June 1, 2012 (the "2012 Loan Agreement") as amended by the First Amendment and Supplement to Loan Agreement dated November 1, 2014, and certain other documents executed and delivered by All Children's;

WHEREAS, the Series 2012A Bonds were issued in accordance with the provisions of the Constitution of the State of Florida, Chapter 154, Part III, Florida Statutes, as amended, and other applicable provision of law (collectively, the "Act");

WHEREAS, the Series 2012A Bonds were purchased by Wells Fargo Municipal Capital Strategies, LLC (the "Holder") as a purchase for their own account and not for public resale, and the Holder has advised the Authority that it continues to hold 100% of the outstanding Series 2012A Bonds;

WHEREAS, All Children's has integrated with The Johns Hopkins Health System (the "JH Health System") and previously the Authority approved the undertaking of certain financial transactions in partnership with the JH Health System as described in the First Amendment;

WHEREAS, in 2011 the JH Health System became the sole member of All Children's;

WHEREAS, All Children's now desires to further amend the Indenture as permitted by, and in accordance with, Section 1002 of the Indenture in order to revise certain terms relating to the interest rate provisions for the Series 2012A Bonds and to extend the time period pursuant to which the Holder has the right to require All Children's to purchase the Series 2012A Bonds from the Holder (collectively, the "2019 Amendments") as described in the Second Amendment and Supplement to Trust Indenture (as defined in Section 1 below).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY AS FOLLOWS:

SECTION 1. On behalf of and at the request of All Children's, the execution and delivery of the Second Amendment and Supplement to Trust Indenture, in substantially the form attached hereto as Exhibit A (the "Second Amendment and Supplement to Trust Indenture") is hereby approved as described herein. The Chairperson or Vice Chairperson together with the Secretary or any other appropriate officers of the Authority (the "Authorized Officers") are hereby authorized to execute the Second Amendment and Supplement to Trust Indenture under the corporate seal of the Authority and to deliver the Second Amendment and Supplement to Trust Indenture to the 2012 Bond Trustee and All Children's. The Authorized Officers are further authorized to approve changes, alterations, and corrections to the Second Amendment and Supplement to Trust Indenture, with any such approval to be presumed and conclusively evidenced by the execution of the Second Amendment and Supplement to Trust Indenture by the Authorized Officers, and all of the provisions of the Second Amendment and Supplement to Trust Indenture, when executed and delivered by the Authority as authorized herein and by All Children's, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 2. The payment of the invoices for the costs of the transaction described herein, including attorneys fees, shall be borne by All Children's.

SECTION 3. The Authorized Officers are further authorized to also execute and deliver any and all certifications or other instruments, tax certificates, or documents in connection therewith or any other document required by the Authority as a prerequisite or precondition to consummating the transactions contemplated thereby or by this Resolution, and any such representation made therein shall be deemed to be made on behalf of the Authority, in furtherance of the 2019 Amendments as transactions contemplated by this Resolution, all of which is hereby approved, confirmed and ratified, and the Authorized Officers are each hereby authorized to take such further actions as may be necessary or desirable to effectuate the intent of this Resolution.

SECTION 4. If any one or more of the covenants, agreements or provisions contained in this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 5. Any resolutions, or parts thereof, of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded.

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SECTION 7. This Resolution shall take effect immediately upon its adoption.

This Resolution was passed and approved this 9th day of April, 2019.

CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY

(SEAL)

By: _____

Name: Mary Wyatt Allen

Title: Chairperson

ATTEST:

By: _____

Name: William C. Johnson

Title: Secretary

EXHIBIT A

FORM OF SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE

SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE

between

**CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY,
as Issuer**

and

**WELLS FARGO BANK, National Association,
as Bond Trustee**

**City of St. Petersburg Health Facilities Authority
Health Facilities Revenue Refunding Bonds
(All Children's Hospital, Inc. Obligated Group), Series 2012A**

Dated as of May 1, 2019

TABLE OF CONTENTS

Page

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions..... 3
Section 1.02. Additional Definitions..... 3

**ARTICLE II
AMENDMENTS; REPLACEMENT DEFINITIONS**

Section 2.01. Amendment of Original Indenture 4
Section 2.02. Use of Amended Terms 6

**ARTICLE III
MISCELLANEOUS**

Section 3.01. Titles, Headings, Etc 7
Section 3.02. Severability 7
Section 3.03. Governing Law..... 7

SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE

THIS SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE dated as of May 1, 2019 (this "Second Amendment and Supplement to Trust Indenture") amends and supplements a Trust Indenture dated as of June 1, 2012 (the "Original Indenture") as previously amended by the First Amendment and Supplement to Trust Indenture dated November 1, 2014 (the "First Amendment and Supplement to Trust Indenture" and together with the Original Indenture and this Second Amendment and Supplement to Trust Indenture collectively, the "Indenture") each between the CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY, a public body corporate and politic and instrumentality of the State of Florida created and existing under the Constitution and Laws of the State of Florida (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the "Bond Trustee");

RECITALS

WHEREAS, the Issuer authorized and issued its original par amount of \$102,400,000 Health Facilities Revenue Refunding Bonds (All Children's Hospital, Inc. Obligated Group), Series 2012A (the "Series 2012A Bonds" also referred to herein as the "Bonds") pursuant to Part III, Chapter 154, Florida Statutes, as amended and other applications of the law (collectively, the "Act") on June 28, 2012;

WHEREAS, the proceeds derived from the sale of the Series 2012A Bonds were loaned to All Children's Hospital, Inc., a Florida not-for-profit corporation (together with its successors and assigns and any surviving, resulting or transferee corporation, "All Children's", also referred to herein as, the "Company"), pursuant to a Loan Agreement dated as of June 1, 2012 between All Children's and the Issuer (the "2012 Loan Agreement");

WHEREAS, the Series 2012A Bonds were purchased by Wells Fargo Municipal Capital Strategies, LLC (the "Holder" and also referred to herein as the "Bank") for its own account and not with a present view for public resale, and the Holder continues to hold 100% of the outstanding Series 2012A Bonds;

WHEREAS, The Johns Hopkins Health System Corporation (the "JH Corporation") became the sole member of All Children's in 2011;

WHEREAS, All Children's joined together with the current members of an obligated group associated with JH Corporation, the members of which are currently JH Corporation, The Johns Hopkins Hospital, Johns Hopkins Bayview Medical Center, Inc., Suburban Hospital, Inc., Suburban Hospital Healthcare System, Inc. and Howard County General Hospital, Inc., each a nonprofit corporation incorporated and existing under the laws of the State of Maryland, and Lucy Webb Hayes National Training School for Deaconesses and Missionaries d/b/a Sibley Memorial Hospital, a nonprofit corporation incorporated and existing under the laws of the

District of Columbia (collectively, together with All Children's, the "JH Health System Obligated Group");

WHEREAS, the JH Health System Obligated Group is a party to and acts under the Amended and Restated Master Loan Agreement dated as of March 2, 1999 among the Maryland Health and Higher Educational Facilities Authority (the "Maryland Authority") and the JH Health System Obligated Group, as amended and supplemented (as the same may be further amended and supplemented, the "JH Health System Master Loan Agreement");

WHEREAS, the Indenture of Trust dated as of November 17, 1988, as amended and supplemented (as the same may be further amended and supplemented, the "JH Health System Indenture") further secures the obligations of the JH Health System Obligated Group and is between the Maryland Authority and The Bank of New York Mellon, as successor trustee (together with any successor, the "JH Health System Master Trustee");

WHEREAS, in order to secure the Series 2012A Bonds, the JH Corporation previously issued a promissory note (the "JH Obligation") which has been certified as constituting a Parity Obligation under and as defined in the JH Health System Master Loan Agreement and the JH Health System Indenture, and in particular by that certain Fortieth Supplemental Indenture of Trust and Supplemental Master Loan Agreement dated as of November 1, 2014 (the "Fortieth Supplement") among the Maryland Authority, the JH Health System Obligated Group and the JH Health System Master Trustee;

WHEREAS, in order to accommodate All Children's joining the JH Health System Obligated Group the Issuer and the Bond Trustee entered into the First Amendment and Supplement to Trust Indenture in order to document such new security for the Series 2012A Bonds by the JH Obligation;

WHEREAS, All Children's has now requested that the Issuer and the Bond Trustee enter into this Second Amendment and Supplement to Trust Indenture in order to revise and replace certain provisions as set forth herein relating to the interest rate and tender provisions on the Series 2012A Bonds;

WHEREAS, the Issuer is authorized by law and deems necessary, in accordance with its powers described above and based upon the request of All Children's, to undertake certain further amendments to the Original Indenture, as amended by the First Amendment and Supplement to Trust Indenture, which amendments have been consented to by the Holder;

WHEREAS, the execution and delivery of this Second Amendment and Supplement to Trust Indenture has been in all respects duly and validly authorized by a resolution duly adopted and approved by the Issuer; and

NOW, THEREFORE, THIS SECOND AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE WITNESSETH and it is expressly declared that the recitals set forth above are hereby incorporated herein and the following amendments shall be hereby agreed to,

and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Bond Trustee and the Holder, together with the other future respective owners from time to time of the Series 2012A Bonds as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. All defined words and phrases used in the Indenture shall have the meanings given and ascribed to such words and phrases in the Original Indenture, as amended and supplemented by the defined terms in the recital clauses hereof and by the following definitions in this Article I, and unless otherwise amended hereby, as set forth in the First Amendment and Supplement to Trust Indenture, unless superseded by this Second Amendment and Supplement to Trust Indenture, as set forth in Section 2.02 hereof.

(i) The defined term "Applicable Factor" is stricken and replaced as stated in Section 2.01 hereof.

(ii) The defined term "Applicable Spread" is stricken and replaced as stated in Section 2.01 hereof.

(iii) The defined term "Bank Purchase Date" is stricken and replaced as stated in Section 2.01 hereof.

(iv) The defined term "Covenant Agreement" is stricken and replaced as stated in Section 2.01 hereof.

(v) The defined term "LIBOR Index Rate" is stricken and replaced as stated in Section 2.01 hereof.

(vi) The defined term "Margin Rate Factor" is stricken and replaced as stated in Section 2.01 hereof.

(vii) The defined term "Rating Agency" is stricken and replaced as stated in Section 2.01 hereof.

(viii) The defined term "SIFMA Index Rate" is stricken and replaced as stated in Section 2.01 hereof.

(ix) The defined term "Taxable Rate" is stricken and replaced as stated in Section 2.01 hereof.

(x) The defined term "Taxable Rate Factor" is stricken.

Section 1.02. Additional Definitions.

"Fitch" means Fitch, Inc., or any successor thereto.

"Margin Rate Factor Effective Date" means, May 1, 2019, or any subsequent Conversion Date on which the Applicable Spread or the Applicable Factor is modified.

"Moody's" means Moody's Investors Services, or any successor thereto.

"Parity Debt" has the meaning assigned to such term in the Covenant Agreement.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, or any successor thereof.

"Subsequent Index Rate Period" means that certain Index Rate Period that commenced on June 1, 2017 and ending on the first to occur of (i) the Subsequent Bank Purchase Date, (ii) the next succeeding Conversion Date, (iii) the next succeeding Bank Purchase Date and (iv) the Maturity Date.

"Subsequent Bank Purchase Date" means June 1, 2024.

ARTICLE II AMENDMENTS; REPLACEMENT DEFINITIONS

Section 2.01. Amendment of Original Indenture. The Original Indenture and the First Amendment and Supplement to Trust Indenture are hereby amended, in accordance with Section 1002 of the Original Indenture, to provide the following revised terms to be applicable therein as follows:

(i) "Applicable Factor" means (a) during the Subsequent Index Rate Period, 80%, provided that upon any change in the Maximum Federal Corporate Tax Rate during such Subsequent Index Rate Period, the Applicable Factor shall mean a percentage equal to the greater of (i) the Applicable Factor multiplied by the Margin Rate Factor and (ii) 70%, and (b) during any other LIBOR Index Rate Period, 80%, or with an Opinion of Bond Counsel, such other percentage as may be designated in writing by the Company as the Applicable Factor for such Index Rate Period pursuant to Section 202(g); provided that upon any change in the Maximum Federal Corporate Tax Rate during such other LIBOR Index Rate Period, the Applicable Factor shall mean a percentage equal to the greater of (i) the Applicable Factor multiplied by the Margin Rate Factor and (ii) 70%.

(ii) "Applicable Spread" means, with respect to each Index Rate Period, the following:

(a) During the Subsequent Index Rate Period, forty-five basis points (0.45%); provided, however, that in the event the current credit ratings assigned to any Parity Debt (each a "Rating") by Fitch, Moody's or S&P (in each case, if then maintaining a Rating on Parity Debt) shall fall below the current ratings of AA-/Aa3/AA-, the Applicable Spread shall be the number of basis points associated with such new Rating as set forth in the following schedule:

LEVEL	S&P RATING	FITCH RATING	MOODY'S RATING	APPLICABLE SPREAD
I	AA-	AA-	Aa3	45 basis points
II	A+	A+	A1	45 basis points
III	A	A	A2	45 basis points
IV	A-	A-	A3	55 basis points
V	BBB+	BBB+	Baa1	70 basis points
VI	BBB	BBB	Baa2	95 basis points
VII	BBB-	BBB-	Baa3	145 basis points

In the event of a split Rating or differing Ratings as between and among Fitch, Moody's and/or S&P, as applicable, and (i) all three of Fitch, Moody's and S&P provide a Rating and all three of such Ratings are in different Levels in the table above, the Applicable Spread shall be based on the Level where the middle Rating appears in the table above, except if any Rating is lower than the Ratings specified in Level VII in the table above, the Applicable Spread shall be based on the lowest Rating, (ii) all three of Fitch, Moody's and S&P provide a Rating and two of the three Ratings are in the same Level in the table above, the Applicable Spread shall be based on the Level where the two like Ratings appear in the table above, except if any Rating is lower than the Ratings specified in Level VII in the table above, the Applicable Spread shall be based on the lowest Rating, and (iii) only two of Fitch, Moody's and S&P provide a Rating, the Applicable Spread shall be based on the Level where the lower Rating appears in the table above.

Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the LIBOR Index Reset Date or SIFMA Rate Reset Date, as applicable, immediately following the announcement of the change in such Rating. References to ratings levels above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, including, without limitation, any recalibration or realignment of Rating in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect.

(b) During any Index Rate Period other than the Subsequent Index Rate Period, the number of basis points determined by the Market Agent on or before the first day of such Index Rate Period and designated by the Company in accordance with Section 202(g) (which shall include a schedule for the Applicable Spread based upon the Ratings as described in subparagraph (a) of this definition) that, when added to the SIFMA Index or the product of the LIBOR Index multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

(iii) "Bank Purchase Date" means (i) the Initial Bank Purchase Date, (ii) the Subsequent Bank Purchase Date, and (iii) during any Index-Rate Period other than the Initial Period, the date designated by the Company pursuant to Section 202(g).

(iv) "Covenant Agreement" means, during the Subsequent Index Rate Period, the Amended and Restated Continuing Covenant Agreement dated as of June 1, 2017, between The John Hopkins Hospital, on behalf of itself and as Obligated Group Representative on behalf of the Obligated Agent and the Bank, as the same may be amended, supplemented, restated, or otherwise modified from time to time, and during any Index Rate Period other than the Subsequent Index Rate Period, means any agreement between the JH System Obligated Group and the Bank which may be designated as the Covenant Agreement.

(v) "LIBOR Index Rate" means a per annum rate of interest established on each Computation Date and effective on the related LIBOR Index Reset Date equal to the sum of: (a) the product of the LIBOR Index multiplied by the Applicable Factor; plus (b) the product of the Applicable Spread multiplied by the Margin Rate Factor, determined as provided in Section 202 hereof.

(vi) "Margin Rate Factor" means the product of (a) one minus the Maximum Federal Corporate Tax Rate in effect on the LIBOR Index Reset Date or the SIFMA Rate Reset Date, as applicable, multiplied by (b) the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect on the MRF Effective Date. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

(vii) "Rating Agency" means, if the Bonds or any Parity Debt are rated Moody's if such agency's ratings are in effect with respect to the Bonds or any Parity Debt, S&P if such agency's ratings are in effect with respect to the Bonds or any Parity Debt, and Fitch, if such agency's rating are in effect with respect to the Bonds or any Parity Debt, and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the Company may, with the approval of the Bank, the Remarketing Agent and, during any period in which a Letter of Credit is in effect, an LOC Bank, appoint any nationally recognized securities rating agency as a replacement.

(viii) "Taxable Rate" means, for any date of determination, the rate of interest per annum equal to the product of the Index Rate then in effect multiplied by the quotient of (a) one divided by (b) one minus the Maximum Federal Corporate Tax Rate.

Section 2.02. Use of Amended Terms. For the avoidance of doubt and for clarity, for all purposes the meanings ascribed for such terms set forth herein shall be in full force and effect upon May 1, 2019. The amendments and provisions set forth in this Second Amendment and Supplement to Trust Indenture take precedent over the amendments and provisions in the First Amendment and Supplement to Trust Indenture to the extent of any conflict therewith.

**ARTICLE III
MISCELLANEOUS**

Section 3.01. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Second Amendment and Supplement to Trust Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms of provisions hereof.

Section 3.02. Severability. In the event any provision of this Second Amendment and Supplement to Trust Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.03. Governing Law. This Second Amendment and Supplement to Trust Indenture shall be governed and construed in accordance with the laws of the State of Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment and Supplement to Trust Indenture to be executed by its duly authorized officers, all as of the date first above written.

**CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY**

(SEAL)

By: _____

Name: Mary Wyatt Allen

Title: Chairperson

ATTEST:

By: _____

Name: William C. Johnson

Title: Secretary

[First Signature Page | Second Amendment and Supplement to Trust Indenture (2012A)]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Bond Trustee**

By: _____
Name: _____
Title: Vice President

This Second Amendment and Supplement to Trust Indenture is hereby consented to by the Holder, as holder of 100% of the Series 2012A Bonds:

**WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC, as Holder**

By: _____
Name: Kristina Eng
Title: Vice President

[Second Signature Page | Second Amendment and Supplement to Trust Indenture (2012A)]