

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of the ___st day of _____, 2009, by and among the City of Circleville, Ohio, a municipal corporation and political subdivision in and of the State of Ohio and a public hospital agency as defined in Section 140.01 of the Ohio Revised Code (the "City"), Berger Health System, a municipal hospital formed and existing pursuant to Chapter 749 of the Ohio Revised Code (the "Hospital" and together with the City, the "Assignors") and Berger Health System, Inc., an Ohio nonprofit corporation and a nonprofit hospital agency as defined in Section 140.01 of the Ohio Revised Code (the "Assignee").

STATEMENT OF FACTS

1. On July 30, 1997, the City issued \$2,000,000 in aggregate principal amount of its Hospital Improvement Bonds, Series 1997, dated as of July 15, 1997 (the "Series 1997 Bonds") pursuant to Ordinance No. 06-33-97 adopted by the Council of the City on June 3, 1997 (the "Series 1997 Bond Legislation"). Pursuant to the Series 1997 Bond Legislation and a Loan Agreement between the City and the Hospital dated as of July 15, 1997 (the "1997 Loan Agreement"), the proceeds of the Series 1997 Bonds were used to finance the construction and equipping of a building addition to provide maternity services at Berger Health System (the "Series 1997 Project").

2. On September 9, 2003, the City issued \$10,000,000 in aggregate principal amount of its Hospital Facilities Revenue Bonds, Series 2003B (Berger Health System) (the "Series 2003B Bonds") pursuant to Ordinance No. 08-50-2003 adopted by the Council of the City on August 19, 2003 (the "Series 2003 Bond Legislation"), a Bond Purchase Agreement dated as of September 1, 2003, among the City, the Hospital, Bank One, NA, as Servicing Agent and Bank One, NA, as Original Purchaser (the "Series 2003 Bond Purchase Agreement") and a Financing Agreement dated September 1, 2003 between the City and the Hospital (with the Assignment of Financing Agreement dated September 1, 2003 from the City to Bank One, NA, the "Series 2003 Financing Agreement"). Pursuant to the provisions of the Series 2003 Bond Legislation, the Series 2003 Bond Purchase Agreement and the Series 2003 Financing Agreement, the Series 2003B Bonds were used to finance the acquisition, construction, renovation, equipping and installation of "hospital facilities" as defined in Section 140.01 of the Ohio Revised Code and as identified in the Series 2003 Financing Agreement (the "Series 2003 Project").

3. On August 10, 2005, the City executed Acquisition Schedule 1 in the principal amount of \$4,000,000 (the "Acquisition Schedule") under the Master Equipment Lease-Purchase and Sublease-Purchase Agreement with Chase Equipment Leasing Inc. and the Hospital dated August 1, 2005 (the "Master Lease" and together with the Acquisition Schedule, the "2005 Equipment Lease"). Pursuant to Ordinance No. 08-36-2005 adopted by the Council of the City on August 2, 2005 (the "2005 Equipment Lease Legislation"), the proceeds of the 2005

Equipment Lease were used to finance the lease and sublease of certain "hospital facilities" as defined in Section 140.01 of the Ohio Revised Code and identified in the 2005 Equipment Lease Legislation (the "2005 Equipment").

4. On November 9, 2007, the City issued \$9,950,000 in aggregate principal amount of its Hospital Facilities Revenue Refunding and Improvement Bonds Series 2007A (Berger Health System Project) (the "Series 2007A Bonds") and \$3,325,000 in aggregate principal amount of its Hospital Facilities Taxable Revenue Refunding Bonds Series 2007B (Berger Health System) (the "Series 2007B Bonds" and together with the Series 2007A Bonds, the "Series 2007 Bonds"). The Series 2007 Bonds were issued pursuant to Ordinance No. 11-53-2007 adopted by the Council of the City on November 6, 2007 (the "Series 2007 Bond Legislation"), a Bond Purchase Agreement dated November 1, 2007 (the "Series 2007 Bond Purchase Agreement") among the City, the Hospital, JPMorgan Chase Bank, National Association, as Servicing Agent and JPMorgan Chase Bank, National Association, as Original Purchaser and a Financing Agreement dated November 1, 2007 between the City and the Hospital (with the Assignment of Financing Agreement dated November 1, 2007 from the City to JPMorgan Chase Bank, National Association, the "Series 2007 Financing Agreement"). Pursuant to the provisions of the Series 2007 Bond Legislation, the Series 2007 Bond Purchase Agreement and the Series 2007 Financing Agreement, the Series 2007A Bonds were issued for the purpose of (1) refunding and retiring the Prior Bonds (as defined in the Series 2007 Bond Legislation), (2) financing and re-financing the acquisition, construction, renovation, equipment and installation of certain real and personal property identified in Exhibit A to the Series 2007 Financing Agreement (the "Series 2007 Project") which constitutes "hospital facilities" as defined in Section 140.01 of the Ohio Revised Code, to be operated by the Hospital and (3) paying certain costs and expenses incurred with respect to the issuance of the Series 2007 Bonds. Pursuant to the provisions of the Series 2007 Bond Legislation, the Series 2007 Bond Purchase Agreement and the Series 2007 Financing Agreement, the Series 2007B Bonds were issued for the purpose of (1) refunding and retiring the Prior Bonds (as defined in the Series 2007 Bond Legislation) and (2) paying certain costs and expenses incurred with respect to the issuance of the Series 2007 Bonds.

5. On January 3, 2008, the City issued \$1,375,000 in aggregate principal amount of its Hospital Facilities Revenue Bonds Series 2008A (Berger Health System Project) (the "Series 2008A Bonds"). The Series 2008A Bonds were issued pursuant to the Series 2007 Bond Legislation, the Series 2007 Financing Agreement, and a Bond Purchase Agreement dated January 3, 2008 among the City, the Hospital, JPMorgan Chase Bank, National Association, as Servicing Agent and JPMorgan Chase Bank, National Association, as Original Purchaser (the "Series 2008A Bond Purchase Agreement"). Pursuant to the provisions of the Series 2007 Bond Legislation, the Series 2008A Bond Purchase Agreement and the Series 2007 Financing Agreement, the Series 2008A Bonds were issued for the purpose of (1) financing or refinancing the Series 2007 Project and (2) paying certain costs and expenses incurred with respect to the issuance of the Series 2008A Bonds.

6. On _____, 2009, the City, the County of Pickaway, Ohio and Assignee entered into a Lease (the "Lease") whereby the City has leased to Assignee certain Leased Premises constituting Hospital Facilities for the Lease Term (as those terms are defined in the Lease),

which Leased Premises include, but are not limited to, the Series 1997 Project, the Series 2003 Project, the 2005 Equipment and the Series 2007 Project.

6. Pursuant to Sections 2.4 and 2.5 of the Lease, the Assignee has agreed to pay to the City amounts due under the 1997 Loan Agreement, Series 2003 Financing Agreement, the 2005 Equipment Lease and the Series 2007 Financing Agreement (collectively, the "Financing Agreements").

7. Section 2.5 of the Lease provides as follows:

Section 2.5. Assumption of Bond Obligations. Lessee shall enter into the [Assumption Agreement] in the form attached hereto as Exhibit C with respect to the obligations of the Lessor and/or Berger Hospital under the Financing Agreements. Lessee must fulfill the obligations set forth in such [Assumption Agreement] including, but not limited to, the payment of amounts due under such [Assumption Agreement] and such payments due shall be considered part of the Basic Rent due hereunder.

8. In accordance with the provisions of Section 2.5 of the Lease, the Assignors have agreed to assign to Assignee all of Assignors' rights, title and interest in and to and duties and obligations under the documents described in Exhibit "A" attached hereto and made a part hereof (the "Bond Documents") and the Assignee has agreed to assume all of the rights, duties and obligations of the Assignors under the Bond Documents.

9. This Agreement is for the purpose of effecting the assignment by the Assignors to the Assignee of the interest of the Assignors in the Bond Documents and the assumption of the rights, duties and obligations of the Assignors under the Bond Documents.

10. JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA, and as Original Purchaser and Holder (as those terms are defined in the Bond Documents) of all of the obligations constituting the Series 2003B Bonds, the Series 2007 Bonds and the Series 2008A Bonds, and Chase Equipment Finance, Inc., formerly known as Chase Equipment Leasing Inc., as Lessor (as that term is defined in the 2005 Equipment Lease) under the 2005 Equipment Lease are each willing to consent to the transfer by Assignors to the Assignee of all of the Assignors' right, title and interest in and to and all rights, duties and obligations under the Bond Documents.

11. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease and the Bond Documents.

NOW, THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the parties hereto that:

1. Representations of the City. The City hereby represents and warrants as follows:

(a) It is a duly organized and validly existing municipal corporation and political subdivision under the laws of the State of Ohio.

(b) It has duly authorized the execution and delivery of this Agreement and the taking of all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

(c) It has the power to enter this Agreement and to carry out its obligations hereunder, and neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein or the compliance with the provisions hereof, will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which the City is bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties.

(d) It is not aware of any past or current default or event of default under any of the Bond Documents.

2. Representations of the Hospital. The Hospital hereby represents and warrants as follows:

(a) It is a municipal hospital duly organized and validly existing under the provisions of Chapter 749 of the Ohio Revised Code, having all requisite power to carry on its business as now constituted and to enter into this Agreement.

(b) It has duly authorized the execution and delivery of this Agreement and the taking of all such action as may be required on the part of the Hospital to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes the legal, valid, and binding obligation of the Hospital enforceable in accordance with its terms.

(c) It has the power to enter this Agreement and to carry out its obligations hereunder, and neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein or the compliance with the provisions hereof, will conflict with, or constitute on the part of the Hospital a violation of, or a breach of or default under, any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the Hospital is a party or by which the Hospital is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Hospital or any of its activities or properties.

(d) It is not aware of any past or current default or event of default under any of the Bond Documents.

3. Representations of the Assignee. The Assignee hereby represents and warrants as follows:

(a) It is a non-profit corporation and a nonprofit hospital agency as defined in Section 140.01 of the Ohio Revised Code, duly organized and validly existing under the laws of the State of Ohio, having all requisite power to carry on its business as now constituted and to enter into this Agreement.

(b) It has duly authorized the execution and delivery of this Agreement and the taking of all such action as may be required on the part of the Assignee to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes the legal, valid, and binding obligation of the Assignee enforceable in accordance with its terms.

(c) It has the power to enter this Agreement and to carry out its obligations hereunder, and neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein or the compliance with the provisions hereof, will conflict with, or constitute on the part of the Assignee a violation of, or a breach of or default under, any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the Assignee is a party or by which the Assignee is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Assignee or any of its activities or properties.

(d) It is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, no part of the net earnings of which inures to the benefit of any private shareholder or individual (all within the meaning of Section 501(c)(3) of the Internal Revenue Code). The Assignee has received a letter from the Internal Revenue Service stating that it is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income tax under Section 501(a) of the Code. The Assignee is not a private foundation under Section 509(a) of the Code. The Assignee has been in compliance with all terms, conditions, and limitations, if any, contained in such letter and the statements made in the application to the Internal Revenue Service for such letter are true and accurate. The Assignee has not received any indication or notice, written or oral, from representatives of the Internal Revenue Service to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified or that the Internal Revenue Service is considering revoking or modifying such exemption.

4. Assignment and Assumption.

(a) The Assignors hereby assign to the Assignee all of Assignors' rights, title and interest in and to the Bond Documents. Assignors hereby delegate to the Assignee all of Assignors' duties and obligations under the Bond Documents, including, but not limited to, the obligation to make payments when due in accordance with the terms of the Financing Agreements.

(b) The Assignee hereby assumes and agrees to timely pay, perform and satisfy, and to indemnify the Assignors and their officers and directors against and hold the Assignee harmless from all existing liabilities of the Assignors, due or to become due, absolute or contingent, known or unknown, under the Bond Documents.

5. Additional Documents. The Assignors and the Assignee each hereby consent to the transactions described in Section 4 hereof and agree to execute and deliver such deeds, releases, certifications, and other instruments as are reasonably necessary to effect, evidence, and/or perfect the transactions contemplated by this Agreement.

6. Consent of the Issuer. The City hereby acknowledges and agrees that the execution and delivery of this Agreement shall, without further action required, constitute the written consent of the "Issuer" as required by and pursuant to Section 9.5 of the Series 2003 Financing Agreement and Section 9.5 of the Series 2007 Financing Agreement regarding changes and modifications to those agreements.

7. Consent of Holder and Lessor. This Agreement shall not become effective until the Consent of Holder and Lessor, in the form attached hereto as Exhibit "B," has been executed and delivered by JPMorgan Chase Bank, N.A., and Chase Equipment Finance, Inc, formerly known as Chase Equipment Leasing Inc. For purposes of inducing JPMorgan Chase Bank, N.A. and Chase Equipment Finance, Inc. to enter into and execute the consent form attached as Exhibit "B," Assignors and Assignee hereby represent, warrant, covenant, agree and acknowledge that the terms and provisions of the Bond Documents are not varied or modified hereby, and without limiting the generality of the foregoing, the security for the repayment of debt service on the obligations evidenced by the Bond Documents is not varied or modified hereby.

8. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements with respect to such subject matter. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(b) If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(c) This 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.

(d) This Agreement is prepared and entered into with the intention that the law of the State of Ohio, exclusive of such state's rules governing choice of law, shall govern its construction.

(e) The Assignee shall, upon the request of each other party, pay or reimburse the requesting party for all costs incurred by such party in effecting, evidencing or perfecting the transactions contemplated hereby.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

CITY OF CIRCLEVILLE, OHIO

By: _____
Mayor

By: _____
City Auditor

Approved as to form:

Director of Law
City of Circleville, Ohio

ASSIGNOR:

BERGER HEALTH SYSTEM

By: _____
President and Chief Executive Officer

By: _____
Vice President of Finance

ASSIGNEE:

BERGER HEALTH SYSTEM, INC.

By: _____
Chair

By: _____
Secretary

CERTIFICATE

The undersigned fiscal officer of the City of Circleville, Ohio (the "City") hereby certifies that the moneys required to meet the obligations of the City during 2009 under the aforesaid Assignment and Assumption Agreement have been lawfully appropriated by the Council of such City for the purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

City Auditor

Date: _____, 2009

CERTIFICATE

The undersigned fiscal officer of Berger Health System (the "Hospital"), hereby certifies that the moneys required to meet the obligations of the Hospital during 2009 under the aforesaid Assignment and Assumption Agreement have been lawfully appropriated by the Council of the City for the purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer

Date: _____, 2009

EXHIBIT "A"
LIST OF BOND DOCUMENTS

- (1) Loan Agreement, dated as of July 15, 1997 between the City of Circleville, Ohio (the "City") and Berger Health System (the "1997 Loan Agreement") and Promissory Note delivered under the Loan Agreement, by the Hospital to the City as of July 15, 1997 (the "1997 Promissory Note") relating to the City's \$2,000,000 Hospital Improvement Bonds, Series 1997.
- (2) Financing Agreement, dated September 1, 2003, between the City and Berger Health System relating to the \$6,500,000 Hospital Facilities Revenue Refunding Bonds Series 2003A, \$10,000,000 Hospital Facilities Revenue Bonds Series 2003B and \$9,500,000 Hospital Facilities Taxable Revenue Bonds Series 2003C, and the Assignment of Financing Agreement, dated September 1, 2003 from the City to Bank One, NA, (together, the "Series 2003 Financing Agreement").
- (3) Bond Purchase Agreement, dated September 1, 2003, among the City, Berger Health System, Bank One, NA, as Servicing Agent, and Bank One, NA, as Original Purchaser (the "Series 2003 Bond Purchase Agreement").
- (4) Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance, dated September 9, 2003, as acknowledged by the City and assumed by Berger Health System (the "Series 2003 Tax Letter").
- (5) Certificate Under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, As Amended, dated September 9, 2003 (the "Series 2003B Tax Certificate").
- (6) Master Equipment Lease-Purchase and Sublease-Purchase Agreement Among Chase Equipment Leasing Inc., the City and Berger Health System, dated as of August 1, 2005 and Acquisition Schedule 1 dated August 10, 2005 (the "2005 Equipment Lease").
- (7) Memorandum of Instructions Regarding Use of Proceeds and Arbitrage Compliance, dated August 10, 2005, as acknowledged by the City and assumed by Berger Health System (the "2005 Tax Letter").
- (8) Certificate Under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, As Amended, dated August 10, 2005 (the "2005 Tax Certificate").
- (9) [Escrow Agreement, dated August 1, 2005 relating to the 2005 Equipment Lease.]
- (10) Cross-Collateral and Cross-Default Agreement dated August 1, 2005 among the City, Berger Health System, JPMorgan Chase Bank, NA and Chase Equipment Leasing Inc.
- (11) Financing Agreement, dated November 1, 2007, between the City and Berger Health System relating to \$9,950,000 Hospital Facilities Revenue Refunding and Improvement Bonds Series 2007A (the "Series 2007A Bonds"), the \$3,325,000 Hospital Facilities

Taxable Revenue Refunding Bonds Series 2007B (the "Series 2007B Bonds") and the \$1,375,000 Hospital Facilities Revenue Bonds Series 2008A (the "Series 2008A Bonds") (with the Assignment of Financing Agreement dated November 1, 2007 from the City to JPMorgan Chase Bank, National Association, the "Series 2007 Financing Agreement").

- (12) Bond Purchase Agreement, dated November 1, 2007, among the City, Berger Health System, JPMorgan Chase Bank, National Association, as Servicing Agent and JPMorgan Chase Bank, National Association, as Original Purchaser (the "Series 2007 Bond Purchase Agreement").
- (13) Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance, dated November 9, 2007, as acknowledged by the City and assumed by Berger Health System (the "Series 2007A Tax Letter").
- (14) Certificate Under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, As Amended, dated November 9, 2007 (the "Series 2007A Tax Certificate").
- (15) Escrow Agreement, dated November 1, 2007, relating to the Series 2007A Bonds and the Series 2008A Bonds.
- (16) Bond Purchase Agreement, dated January 3, 2008, among the City, Berger Health System, JPMorgan Chase Bank, National Association, as Servicing Agent and JPMorgan Chase Bank, National Association, as Original Purchaser (the "Series 2008A Bond Purchase Agreement").
- (17) Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance, dated January 3, 2008, as acknowledged by the City and assumed by Berger Health System (the "Series 2008A Tax Letter").
- (18) Certificate Under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, As Amended, dated January 3, 2008 (the "Series 2008A Tax Certificate").

EXHIBIT "B"
CONSENT OF HOLDER AND LESSOR

City of Circleville, Ohio
127 South Court Street
Circleville, Ohio 43113
Attention: City Council

Berger Health System
600 North Pickaway Street
Circleville, Ohio 43113
Attention: Chief Financial Officer

Berger Health System, Inc.
600 North Pickaway Street
Circleville, Ohio 43113
Attention: Chief Financial Officer

JPMorgan Chase Bank, National Association, as Servicing Agent
100 East Broad Street, 10th Floor, OH1-0170
Columbus, Ohio 43215
Attention: Eric A. Imertreijts

RE: \$10,000,000 City of Circleville, Ohio Hospital Facilities Revenue Bonds Series 2003B (Berger Health System)

\$9,950,000 City of Circleville, Ohio Hospital Facilities Revenue Refunding and Improvement Bonds Series 2007A (Berger Health System Project)

\$3,325,000 City of Circleville, Ohio Hospital Facilities Revenue Refunding Bonds Series 2007B (Berger Health System Project)

\$1,375,000 City of Circleville, Ohio Hospital Facilities Revenue Bonds Series 2008A (Berger Health System Project)

Ladies and Gentlemen:

The undersigned, JPMorgan Chase Bank, N.A. (the "Holder"), as original purchaser and holder of the above-captioned bonds (the "Bonds"), assignee of certain agreements related to the Bonds and servicing agent of the Bonds, and Chase Equipment Finance, Inc. (the "Lessor"), as Lessor under Acquisition Schedule 1, dated August 10, 2005 to the Master Equipment Lease-Purchase and Sublease-Purchase Agreement dated August 1, 2005 between the Lessor, City of Circleville, Ohio (the "City") and Berger Health System, hereby consent to the Assumption and Assignment Agreement (the "Agreement") dated _____, 2009 by and among the City, Berger Health System (the "Hospital" and together with the City, the "Assignors") and Berger

Health System, Inc. (the "Assignee") pursuant to which all of the Assignors' rights, title and interest in and to and duties and obligations under the Bond Documents (as defined in the Agreement) are transferred to Assignee. By their signatures hereto, the Holder and Lessor neither release the Assignors and/or Assignee from any of its or their obligations under the Bond Documents nor waive any of the Holder's or Lessor's rights or remedies it or they may have under the Bond Documents, whether pursuant to the Bond Documents, at law or in equity.

DATED this ____ day of _____, 2009

**JP MORGAN CHASE BANK,
N.A.**

By: _____
Title:

CHASE EQUIPMENT FINANCE, INC.

By: _____
Title: