
LOAN AGREEMENT

Among

[]
Lender,

and

THE COUNTY OF LANCASTER, NEBRASKA,
Issuer,

and

BRYAN MEDICAL CENTER,
Corporation

Dated as of _____ 1, 2022

relating to

\$ _____
REVENUE AND REFUNDING BONDS (BRYAN PROJECTS)
SERIES 2022

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LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2022 (the “**Loan Agreement**”), is among [] (the “**Lender**”), **THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA** (the “**Issuer**”), and **BRYAN MEDICAL CENTER** (the “**Corporation**”).

RECITALS

1. The Issuer is authorized under Sections 13-1101 to 13-1110, Reissue Revised Statutes of Nebraska, as amended, (the “**Act**”), to issue revenue bonds and loan the proceeds of such bonds for the purposes of financing and refinancing the acquisition, construction, improvement, renovation and equipping of projects of a “nonprofit enterprise” as defined by the Act.

2. The Corporation requested the assistance of the Issuer and the Lender in providing funds to:

(a) finance and reimburse a portion of the costs of acquiring, constructing, improving, extending, repairing, equipping and furnishing (i) a new surgery center located on the Corporation’s East Campus at 1600 S. 48th Street, Lincoln, Nebraska, and (ii) a new _____ located at _____, Lincoln, Nebraska (collectively, the “**2022 Project**”) to be owned and operated by the Corporation;

(b) refund (i) the Hospital Authority No. 1 of Lancaster County, Nebraska’s (the “**Lancaster Authority’s**”), Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008B-1, dated May 27, 2008 (the “**2008B-1 Bonds**”), issued in the original aggregate principal amount of \$41,400,000, (ii) the Lancaster Authority’s Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008B-2, dated May 27, 2008 (the “**2008B-2 Bonds**”, and together with the 2008B-1 Bonds, the “**2008B Bonds**”), in the original aggregate principal amount of \$41,400,000 and (iii) the Hospital Authority No. 1 of Saline County, Nebraska’s (the “**Saline Authority’s**”), Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008C, dated May 27, 2008 (the “**2008C Bonds**” and together with the 2008B Bonds, the “**Refunded Bonds**”), issued in the original aggregate principal amount of \$13,480,000 through the issuance of the Bonds (as hereinafter defined) by the Issuer to the Lender pursuant to the Act and the lending of the proceeds of the Bond to the Corporation as evidenced by the Note (as hereinafter defined). The 2008B Bonds were issued to provide for the payment and redemption of the Lancaster Authority’s Hospital Revenue Bonds (BryanLGH Medical Center), Series 2007A-1 and Series A-2 (Auction Rate Securities) issued to refinance the costs of (A) a three-story addition to the Corporation’s existing hospital facilities, (B) renovations to the Corporation’s Women’s Center, (C) an addition to the School of Nursing (D) additional parking facilities, and (E) certain other improvements to its facilities, (A) through (E) all located at 1600 South 48th Street, Lincoln, Nebraska and (F) additions to connect the existing hospital towers and provide additional hospital space, (G) expansion and remodeling of existing surgical facilities (H) relocations and expansion of emergency facilities, (I) expansions of and an addition to the secure mental health facilities, (J) renovation of all patient care areas, (K) additional parking facilities, and (L) certain other improvements to the Corporation’s facilities, (F) through (L) all located at 2300 South 16th Street, Lincoln, Nebraska (collectively, the “**2001A Project**”). The 2008C Bonds were issued to provide for the payment and redemption of the Saline Authority’s Hospital Revenue Bonds (Bryan Memorial Hospital Project) Series 2007B (Auction Rate Securities) issued to refinance a portion of the costs of acquiring, constructing, improving, expanding, equipping and furnishing the Crete Area Medical Center, 2910 Benton Drive, Crete, Nebraska (collectively, the “**2001B Project**” and together with the 2001A Project, the “**Refunded Projects**”); and

(c) finance termination payment(s) for interest rate swaps integrated with the Refunded Bonds financings.

The Refunded Projects and the 2022 Project are collectively hereinafter referred to as the **“Project.”**

3. The Issuer proposes to assign all of its rights under this Loan Agreement and the Note to the Lender for repayment of the Bond.

4. The Corporation proposes to borrow the proceeds received by the Issuer from the issuance of the Bond upon the terms and conditions set forth in this Loan Agreement and the Note.

5. The Corporation shall make Loan Payments (hereinafter defined) on the Note directly to the Lender, as assignee of the Issuer, pursuant to the terms set forth in this Loan Agreement, to effect repayment of the Issuer’s obligations under the Bond.

6. Concurrently with the execution and delivery of this Loan Agreement, the Corporation and [] and its permitted successors and assigns (the **“Lender”**), will enter into a Continuing Covenant Agreement, dated as of _____, 2022 (the **“Continuing Covenant Agreement”**), in connection with and as a condition to the Lender’s purchase of the Bonds.

7. As evidence of and further security for its obligation to repay the Loan and its obligations under the Continuing Covenant Agreement, respectively, the Corporation has issued its Bryan Medical Center Direct Note Obligation No. [1] (the **“Obligation No. [1]”**), and Bryan Medical Center Direct Note Obligation No. [2] (the **“Obligation No. [2]”** and, together with the Obligation No. [1], the **“Series 2022 Master Obligations”**), under the Amended and Restated Master Trust Indenture dated as of _____, 2022, as supplemented and amended, among the Corporation as Initial Sole Member of the Obligated Group, and such other persons as from time to time are other Members of the Obligated Group (as defined therein), and Computershare Trust Company, National Association as master trustee (the **“Master Trustee”**), and the First Supplemental Master Indenture dated as of _____, 2022 (the **“First Supplemental Master Indenture”**); said Master Trust Indenture, together with said First Supplemental Trust Indenture and all other amendments and supplements thereto, being referred to herein collectively as the **“Master Indenture”**). The Bonds shall constitute **“Related Bonds”** as such term is defined and under the Master Indenture.

NOW, THEREFORE, in consideration of the payments to be made in accordance with this Loan Agreement and the representations, covenants and agreements contained herein, the Lender, the Issuer and the Corporation agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.01. Definitions. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

“Act” shall have the meaning set forth in the Recitals hereto.

“Additional Payments” means the amounts, other than Loan Payments, payable by the Corporation pursuant to this Loan Agreement, including the fees pursuant to **Section 2.09**.

“Bonds” means the Issuer’s Revenue and Refunding Bonds (Bryan Projects), Series 2022A, dated the date of delivery (_____, 2022) thereof, issued in the maximum aggregate face amount of

\$ _____, to finance a portion of the costs of the 2022 Project for the Corporation and refund the Refunded Bonds pursuant to this Loan Agreement, in substantially the form set forth in **Exhibit B**.

“2008B Bonds” means the Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008B-1, dated May 27, 2008, issued by Lancaster Authority, in the original aggregate principal amount of \$41,400,000, and Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008B-2, dated May 27, 2008, issued by Lancaster Authority, in the original aggregate principal amount of \$41,400,000.

“2008C Bonds” means the Variable Rate Demand Hospital Revenue Refunding Bonds (BryanLGH Medical Center), Series 2008C, dated May 27, 2008, issued by Saline Authority, in the original aggregate principal amount of \$13,480,000.

“Bond Counsel” means Gilmore & Bell, P.C., or any other counsel nationally recognized on the subject of municipal bonds acceptable to the Issuer.

“Bond Proceeds” means the proceeds from the sale of the Bonds to the Lender.

“Business Day” means any day (other than Saturday, Sunday or a legal holiday) on which banks in Lincoln, Nebraska are open for commercial business.

“Closing Date” means the date of the original issuance and delivery of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the United States Treasury regulations promulgated thereunder.

“Construction” means, with respect to the 2022 Project, the purchase, construction, extension, improvement and equipping of the 2022 Project.

“Construction Fund” means the 2022 Construction Fund established pursuant to the provisions of **Section 5.03** hereof.

“Continuing Covenant Agreement” means the Continuing Covenant Agreement dated as of _____, 2022 by and between the Corporation and the Lender.

“Contractor” or **“Contractors”** means any contractor providing labor, materials, services, and/or equipment for the Construction of the 2022 Project.

“Corporation” means Bryan Medical Center, a nonprofit corporation duly organized and validly existing under the laws of the State, and its successors.

“Corporation Documents” means this Loan Agreement, the Note, the Master Indenture, the Series 2022 Master Obligations, the Continuing Covenant Agreement, the Tax Compliance Agreement, and such other documents and instruments as may be required by Lender, each as amended, restated or otherwise modified from time to time.

“Default” means an Event of Default or an event that, with giving of notice or passage of time or both, would constitute an Event of Default.

“Default Rate” means [_____] per annum over the Specified Interest Rate, or, if lower, the maximum rate permitted under applicable law.

“Determination of Taxability” means a determination that the interest income on any Bond that has been issued as a Tax-Exempt Bond is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Corporation is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the Corporation, or upon any review or audit of the Corporation, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of the Lender as the holder of the Bonds;

(b) the day on which the Corporation receives notice from the Lender that the Lender has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Lender (a copy of such notice shall be included in the Lender’s notice to Corporation) which asserts in effect that the interest on the Bonds received by the Lender is includable in the gross income of the Lender;

(c) the day on which the Corporation is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of the Lender;

(d) the day on which the Corporation is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Corporation has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of the Lender; or

(e) the date specified in a written opinion to the Corporation from Bond Counsel as the day on which such interest on the Bonds first became or will become includable in the gross income of the Lender; provided, however, that (1) for purposes of this Loan Agreement, no Determination of Taxability shall occur if the Taxability Event is caused by the gross negligence or willful misconduct of the Lender (as determined by a court of competent jurisdiction in a final non-appealable judgment); and (2) no Determination of Taxability shall occur under subparagraph (a), (b), (c) or (e) of this paragraph unless the Corporation has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Lender and the Issuer, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b), (c) or (e) of this paragraph, with an opinion of Bond Counsel to the effect that there is a reasonable basis that the Corporation will prevail in such contest, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Corporation shall promptly notify the Lender and the Issuer of any event described in subparagraph (a), (b), (c), (d) or (e) of this paragraph and shall further promptly notify the Lender and the Issuer of any final determination if the Corporation has contested under subparagraph (a), (b), (c) or (e) of this paragraph. The Corporation shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of the Lender to judgment and through any appeals therefrom or other proceedings related thereto.

“Event of Default” means any of the events described as such in **Section 10.01**.

“Excess Interest Amount” has the meaning set forth in **Section 2.03** hereof.

“First Supplemental Master Indenture” means the First Supplemental Master Trust Indenture dated as of _____, 2022, between the Corporation and the Master Trustee.

“Fitch” means Fitch, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such division shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligated Group Agent with written notice to the Master Trustee.

“GAAP” means the generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant portion of the accounting profession, which are applicable to the circumstances as of any date of determination.

“Issuer” means The County of Lancaster, in the State of Nebraska, a political subdivision duly organized and existing under the laws of the State.

“Issuer Documents” means this Loan Agreement, the Bonds, the Tax Compliance Agreement, and the Issuer’s endorsement to the Note, each as amended, restated or otherwise modified from time to time.

“Laws” means all applicable federal, state and local constitutions, statutes, ordinances, codes, rules, regulations and court and administrative decisions, determinations and orders.

“Lender” means (a) [], (b) its successors, and (c) except where the context requires otherwise, any assignee(s) of the Lender.

“Loan” means the loan from the Issuer to the Corporation pursuant to this Loan Agreement.

“Loan Agreement” means this Loan Agreement, including all exhibits hereto, as supplemented or amended from time to time in accordance with the terms hereof.

“Loan Amount” means the aggregate principal amount of \$_____.

“Loan Payments” means the loan payments payable by the Corporation pursuant to this Loan Agreement, which shall be in the same amounts as the payments of principal of and interest on the Bonds and shall be due at the same times as those payments.

“Mandatory Tender Date” means _____, 2032.

“Master Indenture” means the Amended and Restated Master Trust Indenture dated as of _____, 2022, among the Corporation, and any other Members of the Obligated Group described therein and the Master Trustee, and the First Supplemental Master Indenture and any other amendments and supplements thereto entered into from time to time.

“Master Trustee” means Computershare Trust Company, National Association, and its successors and assigns, as master trustee under the Master Indenture.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect on, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of

the Obligated Group, (b) a material impairment of the rights and remedies of the Lender under any Corporation Document, or of the ability of any Member of the Obligated Group to perform its obligations under any Corporation Document to which it is a party, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Member of the Obligated Group of any Corporation Document to which it is a party, in each case as determined in the sole discretion of the Lender. For purposes of this definition, “material” shall mean a claim or potential liability in excess of \$5 million.

“**Maturity Date**” has the meaning set forth in **Section 2.01(a)** hereof.

“**Maximum Interest Rate**” means the maximum rate of interest on the Bonds permitted by applicable law.

“**Moody’s**” means Moody’s Investors Service, Inc., its successors and assigns and, if such division 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 designated by the Obligated Group Agent with written notice to the Master Trustee.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses (including

“**Note**” means the Corporation’s Promissory Note, dated the Closing Date, issued in the principal amount of \$_____ to evidence the Corporation’s obligations to repay the Loan to finance a portion of the costs of the 2022 Project for the Corporation and refinance the Refunded Bonds pursuant to this Loan Agreement, in substantially the form set forth in **Exhibit C**, and all promissory notes given in exchange, renewal or substitution thereof.

“**Obligated Group Agent**” has the meaning set forth in the Master Indenture.

“**Outstanding Principal Amount**” means the outstanding and unpaid principal of the Bonds.

“**Performance Margin**” means, [_____].

“**Person**” means an individual, a corporation, a limited liability company, a partnership, an association, a joint stock company, a joint venture, a trust, or an unincorporated organization.

“**Plans and Specifications**” has the meaning specified in the Construction Advance Rider.

“**Prepayment Amount**” means the amount that the Corporation may or is required to pay to the Lender as assignee of the Issuer to prepay all or part of the Loan, which amount shall equal (a) the principal amount of the Loan which is being prepaid, plus (b) the applicable Prepayment Penalty, plus (c) accrued interest thereon to the date of prepayment, plus (d) any other amounts then due to the Lender under this Loan Agreement.

[“**Prepayment Penalty**” means, if, and only if, 100% of the outstanding principal amount of the Loan is being prepaid, a percentage of the principal of the Loan being prepaid based on the date of prepayment as set forth below:

Prepayment date

Prepayment penalty]

“2022 Project” means the construction, acquiring, equipping and furnishing of a new surgery center and a new _____ in Lincoln, Nebraska as described on **Exhibit A**.

“Project” means, collectively, the 2022 Project and the Refunded Projects.

“Project Costs” means all costs of the Construction of the 2022 Project, including, without limitation, the following: (a) the cost of construction, extension, improvement, repair and reconstruction; (b) the cost of acquisition, including rights in land and other property, both real and personal and improved and unimproved, and franchises, and disposal rights; (c) the cost of demolishing, removing or relocating any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved or relocated; (d) the cost of machinery and equipment, of engineering and architectural surveys and plans, and specifications and of transportation and storage until the 2022 Project is operational; (e) the cost of agents or consultants, including, without limitation, legal, financial, engineering, accounting and auditing, necessary or incident to the 2022 Project and of the determination as to the feasibility or practicability of undertaking the 2022 Project; (f) the cost of financing interest on the Bonds allocable to the period prior to and during Construction of the 2022 Project and reserves for principal and interest; and (g) the cost of financing or refinancing the Project.

“Qualified Institutional Buyer” means a “qualified institutional buyer” as such term is defined in Rule 144A under the Securities Act of 1933, as amended.

“Rating Agency” means Fitch, Moody’s, or S&P.

“Refunded Bonds” means the 2008B Bonds and the 2008C Bonds.

“Refunded Projects” means the improvements financed and refinanced with the 2008B-1 Bonds, 2008B-2 Bonds and the 2008C Bonds, as more specifically set forth on **Exhibit A**.

“Series 2022 Master Obligations” has the meaning set forth in the Recitals hereto.

“Solvent” has the meaning set forth in **Section 4.02(i)** hereof.

“S&P” means S&P Global Ratings, a division of S&P Global, its successors and assigns, and, if such division shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligated Group Agent with written notice to the Master Trustee.

“Specified Interest Rate” means the Tax-Exempt Rate or the Taxable Rate, as applicable, plus the applicable Performance Margin.

“State” means the State of Nebraska.

“Taxable Rate” means the product of the Tax-Exempt Rate and $1/(1-\text{the maximum Federal corporate tax rate})$.

“Taxability Event” means a final determination by the Internal Revenue Service that interest on the Bonds is not excludable from gross income for federal income tax purposes.

“Tax Compliance Agreement” means the Tax Compliance Agreement in connection with the Bonds dated the date hereof among the Corporation, the Issuer and the Lender, as the same may be amended from time to time in accordance with its terms.

“Tax-Exempt Bonds” means any Bonds, the interest on which is excludable from gross income for Federal income tax purposes. The Bonds shall be issued as Tax-Exempt Bonds.

“Tax-Exempt Organization” means 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 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.

“Tax-Exempt Rate” means []%.

“UCC” means the Uniform Commercial Code as adopted and in effect in the State.

“United States” means the United States of America.

Section 1.02. Exhibits/Schedules. The following exhibits are attached hereto and made a part hereof:

Exhibit A: The Project

Exhibit B: Form of Bond

Exhibit C: Form of Note

Exhibit D: Form of Lender’s Letter of Representation

Exhibit E: Form of Completion Certificate

Schedule 4.02(c) Litigation

Section 1.03. Rules of Construction.

(a) The singular form of any word used herein, including the terms defined in **Section 1.01**, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Loan Agreement are to the designated Articles, Sections and other subdivision of this Loan Agreement. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Loan Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions of this Loan Agreement.

(d) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing to exclude items not listed.

(e) references to an agreement or instrument means that agreement or instrument and all schedules, exhibits, and appendices thereto, together with all extensions, renewals, modifications, substitutions and amendments thereof, subject to any restrictions thereon in that agreement or instrument or in the Corporation Documents.

(f) An “Event of Default which exists”, an “Event of Default which has occurred and is continuing”, “during the continuance of an Event of Default”, an “Event of Default which is continuing” or similar words refers to any Event of Default which has not been waived by Lender in writing or is not then subject to a written agreement by Lender to forebear exercise of its remedies as a result of such Event of Default.

ARTICLE II THE BONDS AND THE LOAN

Section 2.01. Issuance of the Bonds.

(a) The Issuer shall issue the Bonds to obtain money to make the Loan to the Corporation. The Bonds shall (1) be in the form set forth in **Exhibit B** in a stated principal amount of \$_____ for the Bonds; (2) be dated the Closing Date; (3) be issued to the Lender; (4) be payable as to principal and interest (subject to prepayment and mandatory tender as provided herein and in each Bond) as provided herein; and (5) have a final maturity of _____, 20__ (the “**Maturity Date**”).

(b) The purchase price to be paid for the issuance of the Bonds shall be an amount equal to the principal amount of the Bonds. The Bond Proceeds shall be as provided and subject to the limitations set forth in **Article V** hereof.

Section 2.02. Loan. Simultaneously with the advance by the Lender of the full purchase price of the Bonds in accordance with **Section 2.01**, the Issuer will lend to the Corporation an amount equal to such principal amount of the Bonds, and the Corporation will borrow such amount from the Issuer. The Issuer’s obligation to pay the principal and interest on the Bonds and the Corporation’s obligation to repay the Loan shall commence, and interest shall begin to accrue, from the Closing Date.

Section 2.03. Interest. The principal amount of the Bonds and the Loan outstanding from time to time shall bear interest (computed on the basis of a 360-day year and actual days elapsed) at the Specified Interest Rate; provided, however, whenever an Event of Default under **Section 10.01** has occurred and is continuing, from and after the time such Event of Default has been declared by the Lender, the principal amount of the Bonds and the Loan outstanding shall bear interest at the Default Rate.

If the amount of interest payable for any period exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate. Any interest that would have been due and payable for any period but for the operation of the immediately preceding sentence shall accrue and be payable as provided herein, and shall, less interest actually paid to the Lender for such period, constitute the “**Excess Interest Amount.**” If there is accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to the Lender of the Entire Excess Interest Amount. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the Corporation shall pay to the Lender any accrued and unpaid Excess Interest Amount.

Section 2.04. Payments. The Issuer shall pay the principal of and interest on the Bonds, but only out of the amounts paid to the Issuer by the Corporation pursuant to this Loan Agreement. The Corporation shall pay to the Lender, as assignee of the Issuer, interest only on the first day of each month on the Outstanding Principal Amount beginning _____ 1, 2022 through the Mandatory Tender Date. On

the Mandatory Tender Date, Outstanding Principal Amount of Bonds shall be put and tendered by the Lender for purchase by the Issuer in the amount equal to 100% of the principal amount thereof plus accrued interest to the purchase date, without premium. A final installment representing the entire unpaid principal balance of the Bonds, if any, and all accrued and unpaid interest thereon and all fees and charges in connection therewith, shall be due and payable on the Maturity Date.

All amounts required to be paid by the Corporation hereunder shall be paid in lawful money of the United States of America in immediately available funds. As security for its obligation to pay the principal of and interest on the Bonds, the Issuer assigns to the Lender all of the Issuer's right to receive Loan Payments hereunder, all of the Issuer's other rights under the Issuer Documents (except for the right to receive any Additional Payments and any other fees and expenses to the extent payable to the Issuer, any rights of the Issuer to indemnification and rights of notice, inspection and consent), and the Issuer appoints the Lender and any officer or agent of the Lender to collect the Loan Payments and any other payments due to the Lender (other than payments described in the preceding parenthetical), as the Issuer's assignee, under the Note or any Corporation Document and to sue in any court for such Loan Payments or other payments and to exercise all rights under Issuer Documents with respect to the Project and to withdraw or settle any claims, suits or proceedings pertaining thereto. Loan Payments and other payments shall be made by the Corporation directly to the Lender, as the Issuer's assignee, and shall be credited against the Corporation's obligations under the Note and the Issuer's payment obligations under the Bonds and this Loan Agreement.

Any payment of principal, interest or other amounts payable under the Corporation Documents to the Lender, as assignee of the Issuer, which is not received within fifteen (15) days of the due date shall be subject to a late charge equal to ___% of the amount of the delinquent payment.

Section 2.05. Payment on Non-Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day other than a Business Day, such payment may be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or the fees hereunder, as the case may be.

Section 2.06. Loan Payments Unconditional. The obligations of the Corporation to make the Loan Payments and Additional Payments and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason. Notwithstanding any dispute between the Corporation and any of the Issuer, the Lender or any other Person, the Corporation shall make all Loan Payments when due and shall not withhold any Loan Payments pending a final, non-appealable judgment by a court of competent jurisdiction, or an agreement between the Corporation and Lender constituting a final resolution of the dispute, nor shall the Corporation assert any right of set-off or counterclaim against its obligation to make Loan Payments.

Section 2.07. Prepayments.

(a) The Corporation may prepay any portion of the outstanding principal balance of the Loan at any time prior to the Maturity Date without penalty by paying the applicable Prepayment Amount.

(b) The Corporation shall prepay the Loan in full immediately upon demand of the Lender after the occurrence of an Event of Default by paying the applicable Prepayment Amount.

Upon any prepayment in part of the Loan, the prepayment shall be applied first to interest accrued on the Loan and next to the principal of the Loan, which reduction of principal shall cause the principal amount subject to mandatory tender on the Mandatory Tender Date and due on the Maturity Date to be

reduced. The Bonds shall be subject to prepayment upon the same terms as the Loan, and, upon any prepayment of the Loan, the Bonds shall be deemed to be prepaid to the same extent that the Loan is prepaid.

Section 2.08. Special Obligations. The Bonds shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, nor shall it constitute a debt or liability of the State, any political subdivision or any public agency thereof or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the funds provided therefor pursuant to this Loan Agreement. The Bonds are special, limited revenue obligations of the Issuer, and the Issuer shall under no circumstances be obligated to make payments of the principal of and interest on the Bonds or any Project Cost except from Loan Payments received from the Corporation and Bond Proceeds.

Neither the faith and credit nor the taxing power of the State, the Issuer or any political subdivision of the State is pledged to the payment of the principal of or interest on the Bonds, nor is the State, the Issuer or any other political subdivision of the State, in any manner obligated to make any appropriation for that purpose.

No provision, covenant or agreement contained in this Loan Agreement or any obligation herein imposed on the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability, a charge upon its general credit or a pledge of its general revenues. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Issuer has not obligated itself except with respect to the application of the Loan Payments to be paid by the Corporation. No recourse shall be had by the Lender or the Corporation for any claim based on this Loan Agreement or the Tax Compliance Agreement against any board member, officer, employee or agent of the Issuer alleging personal liability on the part of that person, unless the claim is based on the willful dishonesty of or intentional violation of Law by that person.

Section 2.09. Additional Payments. The Corporation will pay to the Issuer, to the Lender or to another party, as appropriate, as “Additional Payments” any amounts incurred by the Lender or the Issuer after the Closing Date in payment of reasonable costs and expenses in connection with the performance or enforcement of the Bonds or the Corporation Documents and the financing of the 2022 Project and refinancing of the Refunded Projects and, including (a) application, commitment or financing fees, if any; (b) indemnification payments pursuant to **Section 6.03** and **Section 6.07**; (c) all taxes and assessments of any type or character charged to the Issuer or the Lender affecting the amount available to the Issuer from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments), but excluding franchise taxes based upon the capital or income of the Issuer or the Lender and taxes based upon or measured by the net income of the Issuer or the Lender; provided that the Corporation shall have the right to protest and contest any such taxes or assessments and to require the Issuer or the Lender, at the Corporation’s expense, to protest and contest any such taxes or assessments levied upon them and that the Corporation shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless that withholding, protest or contest would adversely affect the rights or interests of the Lender or the Issuer; (d) the fees and expenses of any accountants, consultants, attorneys and other experts that may be reasonably engaged by the Issuer or the Lender to prepare audits, financial statements, reports or opinions or to provide such other services reasonably required under this Loan Agreement or the Tax Compliance Agreement, or otherwise in connection with the Loan or the Bonds; (e) insurance premiums required to be paid hereunder; (f) any rebate payments payable to the United States or other payments payable pursuant to the Tax Compliance Agreement; (g) all other reasonable, direct and necessary administrative costs of the Lender or the Issuer and other

charges required to be paid in order to comply with, or to enforce its rights under, the Bonds or the Corporation Documents; (h) any additional funds necessary to pay Project Costs pursuant to **Section 5.02**; and (i) any other payments required to be made by the Corporation under this Loan Agreement or the Tax Compliance Agreement. Such Additional Payments shall be billed to the Corporation by the Lender or the Issuer, as the case may be, from time to time, together with a statement certifying that the amount so billed has been paid for one or more of the items described, or that it is then payable for those items. Amounts so billed shall be due and payable by the Corporation within 30 days after receipt of the bill by the Corporation.

Section 2.10. Costs. The Corporation shall pay to the Lender all reasonable legal costs and out of pocket expenses of the Lender required by or associated with the Loan. The Corporation shall pay all third-party costs associated with the closing of the Loan, which may include but shall not be limited to: appraisal, inspection, bond counsel, Borrower's counsel, Lender's counsel, and document preparation and review.

ARTICLE III CLOSING CONDITIONS

Section 3.01. Conditions Precedent to Closing. As conditions precedent to the issuance of the Bonds and advance under the Loan, Lender shall have received, on or before Closing Date, all of the following, dated and in form and substance satisfactory to Lender:

(a) This Loan Agreement, the Bonds, the Note, the Issuer's endorsement to the Note, the Master Indenture, the Series 2022 Master Obligations, the Continuing Covenant Agreement, the Tax Compliance Agreement, and the other Corporation Documents, each properly executed on behalf all parties thereto;

(b) Each document (including UCC financing statements) requested by Lender to be filed, registered or recorded in order to perfect the liens granted hereunder (to the extent the same may be perfected by filing) in favor of Lender, in proper form for filing, registration or recording;

(c) A certificate of Corporation's secretary as to: (i) resolutions of its Board of Directors then in full force and effect authorizing the execution, delivery and performance of this Loan Agreement and each other Corporation Document to be executed by the Corporation; and (ii) copies of the Corporation's articles of incorporation and bylaws and all amendments thereto (with the Corporation's articles of incorporation certified by the Nebraska Secretary of State on a date no more than thirty (30) days prior to the Closing Date);

(d) A Certificate of the Corporation, for itself and the other Members of the Obligated Group, that there shall not have occurred any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect.

(e) A current Certificate of Good Standing for the Corporation from the Nebraska Secretary of State dated no more than thirty (30) days prior to the Closing Date;

(f) An opinion of counsel to Obligated Group in form acceptable to Lender addressing matters reasonably requested by Lender;

(g) An approving opinion of Bond Counsel as counsel to the Issuer, in form and substance reasonably satisfactory to Lender;

(h) Payment of all reasonable costs and expenses incurred by Lender or the Issuer in preparing this Loan Agreement, the Issuer Documents, the Corporation Documents, and securing the Loan; and

(i) Such other documents or certificates of the Corporation as may be reasonably requested by Lender or Bond Counsel.

Section 3.02. Further Condition Precedent. All advances under the Loan shall be subject to the further condition precedent that on the date of each advance:

(a) The representations and warranties of Corporation set forth in this Loan Agreement and the other Corporation Documents shall be true and correct in all material respects on and as of the date of such advance as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date; and

(b) No Event of Default, or any other event which, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default, exists under this Loan Agreement or any other Corporation Document.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of Issuer. The Issuer represents, warrants and covenants for the benefit of the Lender and the Corporation, as follows:

(a) The Issuer is a political subdivision duly organized and validly existing under the laws of the State.

(b) The Issuer is authorized to issue the Bonds and to enter into this Loan Agreement, the Tax Compliance Agreement, the Issuer's endorsement to the Note and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The Issuer has duly authorized the issuance of the Bonds and execution and delivery of the Issuer Documents by a resolution adopted by its board, and all requirements have been met and procedures have occurred in order to ensure the enforceability of the Bonds and the Issuer Documents against the Issuer. The Issuer has taken all necessary action required to make the Bonds and the Issuer Documents the valid and binding obligation of the Issuer.

(d) The officers of the Issuer executing the Bonds, the Issuer Documents and any related documents have been duly authorized to execute and deliver the Bonds, the Issuer Documents and the related documents by a resolution of the members of the Board of the Issuer, or by other appropriate official action.

(e) The Bonds and the Issuer Documents are legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other Laws of general application relating to the enforcement of creditors' rights, the application of equitable principles, and to the limitations on enforcement remedies against public entities in the State.

(f) The Issuer has assigned to the Lender all of the Issuer's rights in this Loan Agreement (except for the right to receive any Additional Payments to the extent payable to the Issuer, any rights of the Issuer to indemnification and rights of notice, inspection and consent) and the Note.

(g) The Issuer has not and will not pledge, mortgage or assign this Loan Agreement, the Note or its duties and obligations hereunder to any person, firm or corporation, except as provided under the terms hereof.

(h) None of the issuance of the Bonds or the execution and delivery of the Issuer Documents, the consummation of the transactions contemplated thereby or the fulfillment of or compliance with the terms and conditions of the Bonds or the Issuer Documents violates any Law, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

(i) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Issuer's knowledge, threatened against or affecting the Issuer, challenging the Issuer's authority to issue the Bonds and to enter into the Issuer Documents or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Bonds, the Issuer Documents or any other transaction of the Issuer which is similar hereto, or the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by the Issuer Documents.

(j) No board member, officer or other official of the Issuer has any financial interest whatsoever in the Corporation or in the transactions contemplated by the Issuer Documents.

Section 4.02. Representations and Warranties of the Corporation. The Corporation represents, warrants and covenants for the benefit of the Lender and the Issuer, as follows:

(a) *Organization; Tax-Exempt Status; Authority.* The Corporation (1) is a private nonprofit corporation duly organized and validly existing under the laws of the State of Nebraska not operated for private or corporate profit, (2) is a "nonprofit enterprise" financing the construction of a "project" (each as defined in the Act) pursuant to this Loan Agreement, (3) is a Tax-Exempt Organization, (4) has not declared and has not been determined to have any "unrelated business taxable income" as defined in Section 512 of the Code to an extent which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, could have a material adverse effect on the condition, financial or otherwise, of the Corporation, (5) has the lawful power and authority to enter into, execute and deliver this Loan Agreement, and to execute and deliver the Note and the other Corporation Documents required to be executed and delivered by it in connection with the issuance of the Bonds and to perform its obligations hereunder and thereunder and (6) by all necessary corporate action, has been duly authorized to execute and deliver this Loan Agreement, the Note, the other Corporation Documents and all other documents contemplated hereby and thereby in connection with the issuance of the Bonds, acting by and through its duly authorized officers.

(b) *Enforceability.* The Corporation Documents constitute valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other Laws and equitable principles of general application relating to or effecting the enforcement of creditors' rights.

(c) *Absence of Litigation.* Except as disclosed on **Schedule 4.02(c)** attached hereto, there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Corporation's knowledge, threatened against or affecting the Corporation, challenging the Corporation's authority to enter into the Corporation Documents or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Corporation Documents or any other transaction of the Corporation which is similar hereto, or the exclusion of the interest on the Bonds from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by the Corporation Documents.

(d) *Licenses, Permits and Approvals.* The Corporation is duly authorized and has all necessary licenses and permits to occupy and operate its health care facilities as currently operated under the laws and regulations of the State of Nebraska and the departments, agencies and political subdivisions thereof, and the Corporation has obtained or will obtain all requisite approvals of federal, state and local governmental bodies necessary for the acquisition, construction and equipping of the 2022 Project. The authorization, execution, delivery and performance by the Corporation of the Corporation Documents or any other documents that name the Corporation as a party in connection with the Loan do not require submission to, approval of, or other action by any governmental authority or agency, other than any action that has been taken and is final and nonappealable.

(e) *Financial Statements and Other Information.* All financial statements that the Corporation has heretofore furnished to the Lender accurately present the financial condition of the Corporation in all material respects on the dates thereof and the results of its operations and cash flows for the periods then ended and were prepared in accordance with GAAP. Since the date of the most recent financial statements, there has been no material adverse change in the business, properties or condition (financial or otherwise) of the Corporation.

(f) *No Conflicts.* The execution and delivery of the Corporation Documents, the consummation of the transactions contemplated by the Corporation Documents and the fulfillment of the terms and conditions of the Corporation Documents do not and will not violate any Law, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Corporation or of any corporate restriction or of any agreement or instrument to which the Corporation is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien upon any of the property or assets of the Corporation contrary to the terms of any instrument or agreement.

(g) *Environmental Laws.* The Corporation's facilities are properly zoned for their current and anticipated use and the use of its facilities will not violate any applicable zoning, land use, environmental or similar Law or restriction. The Corporation has all licenses and permits to acquire, construct or use its facilities (other than building, occupancy, operating and similar licenses and permits that are not presently obtainable that the Corporation expects will be issued at or before the time that they will be required and has no reason to believe otherwise). The Corporation has obtained all permits, licenses and other authorizations that are required under Laws relating to emissions, discharges, releases of pollutants, contaminants, hazardous or toxic materials, or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes ("**Environmental Laws**") at its facilities or in connection with the operation of its facilities. The Corporation and all activities of the Corporation at its facilities comply in all material respects with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to the Corporation with respect thereto. The Corporation is also in compliance in all material respects with all limitations, restrictions, conditions, standards, prohibitions, requirements,

obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which the Corporation is aware. The Corporation has not received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans that may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

(h) *Warranty of Title.* The Corporation has good and marketable title to its facilities, free and clear of all mortgages, liens, security interests, charges and encumbrances except Permitted Encumbrances (as such term is defined in the Master Indenture), and there exists no mortgage, lien, security interest, charge or encumbrance (including, without limitation, any mechanic's lien or judgment lien) on such facilities that has or will have a material adverse effect upon the Corporation's operations or the performance of the Corporation's obligations under this Loan Agreement. Pursuant to the Master Indenture, the Corporation is conveying to the Master Trustee (as such term is defined in the Master Indenture) for the benefit of the Lender a valid security interest in the Gross Revenues (as defined in the Master Indenture). The Corporation is lawfully possessed of all such property and is the owner thereof as aforesaid free and clear of all mortgages, liens, security interests, charges or encumbrances whatever except Permitted Encumbrances and the interest of the Master Trustee (as described in the Master Trustee) and the Lender hereunder. The Corporation has full power and authority to grant a security interest in the Gross Revenues.

(i) *Solvency.* On date of this Loan Agreement, and immediately prior to and after giving effect to the borrowings under the Loan and the use of the proceeds thereof, Corporation is and will remain Solvent. For purposes of this provision, the term "Solvent" means that: (a) the fair value of Corporation's assets is greater than the amount of its liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated in accordance with GAAP; (b) Corporation is able to realize upon its assets and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (c) Corporation does not intend to, and does not believe that it will, incur debts or liabilities beyond its ability to pay as such debts and liabilities mature; and (d) Corporation has reasonably sufficient capital to engage in its current business and in the business in which it intends to engage.

(j) *Representations Required by the Act.* Pursuant to the Act, the Corporation hereby certifies, represents, and warrants to the County and the Lender as follows:

(1) Pursuant to Section 13-1105 of the Act, (1) the amount necessary to pay the principal of and the interest on the Bonds is not to exceed \$_____ and (2) no reserve fund is advisable to be established in connection with financing, refinancing and maintenance of the Project including taxes;

(2) the Corporation expects to operate the Project as an integral part of its overall operations for the foreseeable future; and

(3) the Corporation is a private nonprofit corporation and is authorized by law to operate its facilities in the State.

Section 4.03. Representations and Warranties of Lender. The Lender represents and warrants for the benefit of the Issuer and the Corporation, as follows:

(a) The Lender is a [] duly organized, validly existing and in good standing under the laws of [], has power to enter into this Loan Agreement and by proper corporate action has duly authorized the execution and delivery of this Loan Agreement.

(b) This Loan Agreement constitutes a valid and legally binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other Laws of general application relating to or effecting the enforcement of creditors' rights.

(c) The execution and delivery of this Loan Agreement by the Lender, the Lender's consummation of the transactions contemplated hereby and the Lender's fulfillment of the terms and conditions hereof do not and will not violate any Law applicable to the Lender, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Lender or of any corporate restriction or of any agreement or instrument to which the Lender is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien upon any of the property or assets of the Lender contrary to the terms of any instrument or agreement.

(d) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Lender's knowledge, threatened against or affecting the Lender, challenging the Lender's authority to enter into this Loan Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Loan Agreement or any other transaction of the Lender that is similar hereto, or the exclusion of the interest on the Bonds from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Loan Agreement.

(e) The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment in the Bonds, and is able to bear the economic risk of that investment. The Lender has made its own inquiry and analysis with respect to the Corporation, the Issuer, this Loan Agreement, the Bonds and the Loan Payments and the security therefor, and other material factors affecting the security and payment of the principal or and interest on the Bonds and the Loan Payments.

(f) The Lender has either been supplied with or has had access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Corporation, the Issuer, this Loan Agreement, the Bonds and the Loan Payments and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and invest in the Bonds.

(g) The Lender acknowledges that the Bonds (1) are not being registered or otherwise qualified for sale under the "Blue Sky" Laws of any state, (2) will not be listed on any stock or other securities exchange and (3) will be issued in a form that may not be readily marketable.

(h) The Lender acknowledges that the Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. The Lender represents to the Issuer that it is purchasing the Bonds for investment for its own account and not with a present view toward resale or the distribution thereof. The Lender understands and covenants to the Issuer and the Corporation that the Bonds may only be transferred to a Qualified Institutional Buyer; provided, however, Lender agrees not to transfer the Bonds for the first 60 days following the Closing Date.

ARTICLE V THE FACILITIES AND THE PROJECT

Section 5.01. Title to the Project. Legal title to the Project shall be in the Corporation. Except as permitted under the Corporation Documents, the Corporation will at all times protect and defend, at its own cost and expense, its title from and against all liens of creditors of the Corporation, and keep its facilities free and clear of all such liens, subject to Permitted Encumbrances.

Section 5.02. Construction of the 2022 Project. The Corporation, utilizing the proceeds of the Bonds and such other funds of Corporation as are necessary, will construct, or will cause the Construction of, the 2022 Project, and will acquire, equip, construct and install all other facilities and real and personal property necessary for the operation of the 2022 Project, substantially in accordance with the Plans and Specifications, including any and all supplements, amendments, additions or deletions thereto or therefrom made in accordance with this Agreement. The Corporation will proceed with due diligence to complete the Construction of the 2022 Project within three years from the date hereof. The Corporation agrees to provide any other funds in addition to the proceeds of the Bonds needed to complete the 2022 Project.

Section 5.03. Construction Fund.

(a) On the Closing Date, Lender shall advance the purchase price of the Bonds to the Corporation for the account of the Issuer.

(b) The Corporation shall apply proceeds of the Bonds as follows:

(3) \$_____ shall be deposited with the trustees for the Refunded Bonds and applied to refund the Refunded Bonds on the applicable Redemption Date.

(4) \$_____ shall be applied to the swap termination payments associated with the interest rate swaps integrated with the Refunded Bonds financings; and

(5) the balance of the proceeds of the Bonds shall be deposited into a separate account held by the Corporation designated as the “2022 Construction Fund” to be applied to pay Project Costs or to reimburse the Corporation therefor. Amounts held in the 2022 Construction Fund may be invested in [Government Obligations (as such term is defined in the Master Indenture)] and held and applied as required by the Tax Compliance Agreement.

Upon substantial completion of the 2022 Project, the Corporation shall deliver to the Issuer and the Lender the Completion Certificate substantially in the form of **Exhibit E** hereto.

Section 5.04. Use of Facilities. The Corporation will not use, operate or maintain its facilities in violation of any applicable Laws or in a manner contrary to that contemplated by this Loan Agreement or, with respect to the Project, the Tax Compliance Agreement.

**ARTICLE VI
AFFIRMATIVE COVENANTS OF THE CORPORATION**

The Corporation will comply with the following requirements, unless the Lender shall otherwise consent in writing:

Section 6.01. Reporting Requirements. The Corporation will deliver, or cause to be delivered, to the Lender:

(a) the financial reporting information required by the Continuing Covenant Agreement; and

(b) and to the Issuer, as promptly as practicable (but in any event not later than seven days) after an officer of the Corporation obtains knowledge of the occurrence of any event that constitutes a Default, notice of that occurrence, together with a detailed statement by the chief financial officer or chief executive officer of the Corporation of the steps being taken by the Corporation to cure the effect of the Default.

Section 6.02. Books and Records; Inspection and Examination. The Corporation will keep accurate books of record and account for itself pertaining to the Project and pertaining to the Corporation's business and financial condition and such other matters as the Lender or the Issuer may from time to time request in which true and complete entries will be made in accordance with GAAP consistently applied and, upon request of the Lender or the Issuer, will permit any officer, employee, attorney or accountant for the Lender or the Issuer to audit, review, make extracts from, or copy any and all corporate, tax, and financial books, records and properties of the Corporation at all times during ordinary business hours, and to discuss the affairs of the Corporation with any of its directors, officers, employees or agents.

Section 6.03. Compliance with Laws; Environmental Indemnity. The Corporation will (a) comply with the requirements of applicable Laws, the noncompliance with which would materially and adversely affect its business or its financial condition, (b) comply with all applicable Environmental Laws and obtain any permits, licenses or similar approvals required by Environmental Laws and (c) use and keep its properties, and require that others use and keep its properties, only for lawful purposes, without violation of any Law. The Corporation shall secure all permits and licenses, if any, necessary for the acquisition, construction and operation of its properties. The Corporation will comply in all respects with all Laws of the jurisdictions in which its operations involving any component of its properties may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over its properties or its interest or rights under this Loan Agreement. The Corporation will indemnify, defend and hold the Lender and the Issuer and their members, agents, officers, board members, commissioners and attorneys harmless from and against any claims, loss or damage to which any of them may be subjected as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any hazardous waste or substance or toxic substance by the Corporation or on property owned, leased or controlled by the Corporation. The indemnification obligations of the Corporation under this **Section 6.03** shall survive the termination of this Loan Agreement.

Section 6.04. Payment of Taxes and Other Claims. The Corporation will pay or discharge, when due, (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it prior to the date on which penalties attach thereto, (b) all federal, state and local taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon any properties of the Corporation; provided that the Corporation shall not be required to pay any tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings unless the contest (taking into account any applicable reserves or surety) would adversely affect the rights or interests of the Issuer or the Lender. The Corporation will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

Section 6.05. Maintenance of Properties. The Corporation will, at its own expense, maintain, preserve and keep its properties in good repair, working order and condition, and will from time to time make all repairs and replacements necessary to keep its properties in such condition, ordinary wear and tear excepted.

Section 6.06. Insurance.

(a) The Corporation will, at its own expense, procure and maintain continuously in effect: (1) public liability and professional malpractice insurance for personal injuries, death or damage to or loss of property arising out of or in any way relating to facilities or operations, with coverage limits of not less than \$ _____ per occurrence and not to exceed \$ _____ in the aggregate, or, if a different coverage is required by the Lender, the coverage minimum required by the Lender, (2) all risks property insurance regarding its facilities in an amount equal to the completed insurable value of the 2022 Project which names Lender as an additional loss payee, and (3) at all times during Construction, builders risk insurance in an amount equal to not less than 100% of the completed insurable value of the 2022 Project. All such policies of insurance shall be maintained at the sole cost and expense of Corporation, must be issued by companies reasonably approved by Lender, and must be reasonably acceptable to Lender as with an AM Best rating for insurer financial size and strength, amounts, forms, risk coverages, deductibles, expiration dates, and cancellation provisions substantially similar or more advantageous to the insured. In addition, each required policy must contain such endorsements as Lender may require and must provide that all proceeds be payable to Lender to the extent of its interest. All co-insurance provisions must be waived. All coverages under clause (1) above shall name the Lender as an additional insured to the extent of its interests.

(b) If required by State law, the Corporation will carry workers' compensation insurance covering all employees on, in, near or about its facilities, and upon request, will furnish to the Lender certificates evidencing that coverage.

(c) All insurance policies required by this **Section 6.06** shall be obtained from and maintained with insurance companies acceptable to the Lender, shall contain a provision that the insurer shall not cancel or make any material adverse change to coverage thereunder without giving written notice to the insured parties at least 30 days before the cancellation or revision becomes effective, be satisfactory in form, substance, limits, deductibles and retentions to the Lender, and name Lender as mortgagee, lender loss payee or additional insured as applicable on such policies. No insurance required by this **Section 6.06** shall be subject to any self-insurance or co-insurance clause except as approved in writing by the Lender and all deductibles shall be acceptable to the Lender. Prior to the Closing Date, the Corporation will deposit with the Lender evidence satisfactory to the Lender of the insurance required by this **Section 6.06** and, prior to the expiration thereof, will provide the Lender evidence of all renewals or replacements thereof.

(d) Notwithstanding the foregoing, the Corporation may insure the foregoing risks through a self-insurance or alternative risk management program if approved in writing by the Lender.

Section 6.07. Indemnity. As among the Lender, the Corporation and the Issuer (but not as between the Corporation and any other Person), the Corporation assumes all risks and liabilities from any cause whatsoever other than the gross negligence or willful misconduct of the Lender or the Issuer, whether or not covered by insurance, for loss or damage to the Project and for injury to or death of any person or damage to any property, whether the injury or death be with respect to agents or employees of the Corporation or of third parties, and whether the property damage be to the Corporation's property or the property of others. Whether or not covered by insurance, as among the Lender, the Corporation and the Issuer (but not as between the Corporation and any other Person), the Corporation hereby assumes responsibility for and agrees to reimburse the Lender and the Issuer for and will indemnify, defend and hold harmless the Lender and the Issuer and their members, agents, officers, board members, commissioners and attorneys, at the Corporation's expense from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature other than the gross negligence or willful misconduct of the Lender or the

Issuer, imposed on, incurred by or asserted against any of them that in any way relate to or arise out of this Loan Agreement, the transactions contemplated hereby, including (a) the design or Construction of the 2022 Project or the ownership of the Project, (b) the lease, occupancy, possession, condition, maintenance, use or operation of, work done in or about, or latent and other defects in the Project, (c) the condition of the Project sold or otherwise disposed of after possession by the Corporation, (d) any patent or copyright infringement by the Corporation, (e) the conduct of the Corporation, its officers, employees and agents, (f) a breach by the Corporation of any of its covenants or obligations under any Corporation Document, (g) any claim, loss, cost or expense involving alleged damage to the environment relating to the Project, including investigation, removal, cleanup and remedial costs, (h) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the Corporation Documents or the transactions contemplated thereby, or (i) any violation by the Corporation of any environmental law, rule or regulation or the release of any hazardous or toxic substance on or near the Project, (j) any act of negligence of the Corporation, its officers, agents, contractors, servants, employees, licensees or invitees in connection with the Project or the Corporation Documents, and (k) the recovery of claims under insurance policies on the Project. All amounts payable by the Corporation shall be paid immediately upon demand of the Issuer or the Lender regardless of whether any dispute related to those amounts has been resolved. This **Section 6.07** shall survive the termination of this Loan Agreement.

Section 6.08. Preservation of Existence. The Corporation will preserve and maintain its existence as a Nebraska nonprofit corporation and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business, and shall conduct its business in an orderly, efficient and regular manner.

Section 6.09. Performance by Lender. If the Corporation at any time fails to perform or observe any of the covenants or agreements contained in the Corporation Documents, and if the failure continues for ten days after the Lender gives the Corporation written notice thereof (or in the case of the agreements contained in **Section 6.05** and **Section 6.06**, immediately upon the occurrence of the failure, without notice or lapse of time), the Lender may, but need not, perform or observe such covenant or agreement on behalf and in the name, place and stead of the Corporation (or, at the Lender's option, in the Lender's name) and may, but need not, take any and all other actions that the Lender may reasonably deem necessary to cure or correct the failure (including the payment of taxes, the satisfaction of security interests, liens, the performance of obligations owed to account debtors or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments); and the Corporation shall thereupon pay to the Lender on demand the amount of all money expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with or as a result of the performance or observance of those covenants or agreements or the taking of the action by the Lender, together with interest thereon from the date expended or incurred at the greater of the Default Rate. To facilitate the performance or observance by the Lender of the covenants or agreements of the Corporation, the Corporation hereby irrevocably appoints the Lender, or the delegate of the Lender, acting alone, as the attorney in fact of the Corporation with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file in the name and on behalf of the Corporation any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by the Corporation under the Corporation Documents.

Section 6.10. Limitations of Liability. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Lender, its assignees, if any, or the Issuer be liable for any special, consequential, incidental, punitive or penal

damages including loss of profit or revenue, loss of use of the Project or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power or down time costs.

ARTICLE VII NEGATIVE COVENANTS OF THE CORPORATION

The Corporation will comply with the following requirements, unless the Lender shall otherwise consent in writing:

Section 7.01. Liens. The Corporation will not, directly or indirectly, create, incur, assume or suffer to exist any lien on or with respect to the Project other than Permitted Encumbrances. The Corporation will promptly, at its own expense, take any action that may be necessary to discharge or remove any lien not permitted by this **Section 7.01**. The Corporation will reimburse the Lender for any reasonable expenses incurred by the Lender to discharge or remove any lien.

Section 7.02. Sale of Assets. The Corporation will not sell, lease, assign, transfer or otherwise dispose of all or a substantial part of its assets or of any of the 2022 Project or any interest therein (whether in one transaction or in a series of transactions) without the prior written consent of the Lender, except for: (a) dispositions of inventory in the ordinary course of business, (b) dispositions of obsolete, surplus or worn out property in the ordinary course of business, and (c) dispositions of investments in the ordinary course of business at fair market value.

Section 7.03. Consolidation and Merger. The Corporation will not consolidate with or merge into any Person, or permit any other Person to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other Person, without the written consent of the Lender.

Section 7.04. Accounting. The Corporation will not adopt, permit or consent to any material change in accounting principles other than as required by GAAP.

Section 7.05. Transfers. The Corporation will not in any manner transfer any property without prior or present receipt of full and adequate consideration.

Section 7.06. Other Defaults. The Corporation will not permit any material breach, default or event of default to occur under any bond, note, loan agreement, indenture, lease, mortgage, contract for deed, security agreement or other contractual obligation binding upon the Corporation or any judgment, decree, order or determination applicable to the Corporation.

Section 7.07. Governing Documents. The Corporation will not amend its articles of incorporation or bylaws in a manner that would adversely affect Lender's rights or remedies under any of the Corporation Documents, or liquidate, dissolve or otherwise alter the form of Corporation.

Section 7.08. Tax-Exempt Status of the Bonds. The Corporation will not take, or fail to take, any action which action or failure will cause the interest on the Bonds to become includable in the gross income for federal income tax purposes of the Lender so long as any portion of the Bonds remain outstanding.

(a) It is the intention of the parties hereto that interest on the Bonds shall be and remain excludable from the gross income for federal income tax purposes of the Lender as the holder of the

Bonds, and to that end the covenants and agreements of the Corporation in this Section are for the benefit of the Lender as of the holder of the Bonds.

(b) In the event of the occurrence of a Determination of Taxability, the Specified Interest Rate on the Outstanding Principal Amount of Bonds, commencing as of the date of the occurrence of a Taxability Event, shall be the Taxable Rate.

(c) If upon the occurrence of a Determination of Taxability, it is determined that any interest payments paid or accrued to the Lender as the holder of the Bonds prior to the date of such Determination of Taxability are includable in Lender's gross income for federal income tax purposes, the Corporation shall pay to the Lender for the account of the Issuer, at Corporation's expense and subject to the indemnity provisions of this Loan Agreement, and the Corporation shall furnish to the Lender for the account of the Issuer the following amounts:

(3) from the date of the Taxability Event to the date of the occurrence of the Determination of Taxability, an amount equal to the positive difference, if any, between (i) the amount of interest that would have been paid during the period of taxability if the Tax-Exempt Bonds had borne interest at the Taxable Rate and (ii) the interest actually paid to the Lender as owner of the Bonds; plus

(4) an amount equal to any interest, penalties or charges owed by the Lender as a result of interest on the Bonds becoming includable in gross income of the Lender, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by Lender in connection therewith.

(d) The obligations of the Corporation under this Section shall survive the termination of this Loan Agreement, payment of the Note, prepayment of the Bonds, or any purchase of the Bonds by or on behalf of the Corporation, notwithstanding anything to the contrary in this Loan Agreement.

(e) If the Corporation shall have made any payments to the Lender by reason of paragraph (c) above and if the Lender shall successfully claim for the taxable year in question that all or any part of the interest on the Bonds for such taxable year is excluded from the Lender's gross income for federal income tax purposes (for this purpose a claim shall be successful only upon expiration of the statute of limitations provided by Section 6501 or any successor provision of the Code with respect to such taxable year), then the Lender shall pay to the Corporation for the account of the Issuer, but only from such funds as the Lender previously received from the Corporation, plus interest received from the government on the claim allowed, subject to reasonable expenses of the Lender which expenses shall be at Corporation's expense and subject to the indemnity provisions of this Loan Agreement, the lesser of an amount equal to such payment under paragraph (c) above with respect to such taxable year in question made by the Corporation, or the amount of the claim allowed, plus interest recovered by the Lender on the claim allowed.

(f) The Lender agrees to provide the Issuer and the Corporation with such information as may be necessary to verify the calculations under this **Section 7.08**.

(g) A Determination of Taxability shall not, by itself, result in a Default or Event of Default, but shall result in the Corporation's obligation to pay the Taxable Rate as provided herein.

ARTICLE VIII
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation; Use of Net Proceeds. The Corporation will provide a complete written report to the Lender immediately upon any loss, theft, damage, destruction or taking under condemnation or under the threat of condemnation of the Project or any portion thereof (the “**Damaged Portion**”) to the extent that any of the foregoing is valued more than \$_____ per event. If all or any portion of the Project in an amount in excess of \$_____ is so lost, stolen, destroyed, damaged or taken, the Corporation will as soon as practicable either (a) repair, restore, reconstruct, replace or improve the Project at the Corporation’s sole cost and expense to the same or an improved condition and value and to accomplish at least the same function as existed immediately before the loss, theft, damage, destruction or taking or (b) if such damaged, destroyed or condemned portion of the Project financed with proceeds of the Bonds, pay the Prepayment Amount for the Loan attributable to the reasonable value of the property damaged, destroyed or condemned. If, within 45 days of the loss occurrence, (x) the Corporation fails to notify the Lender; or (y) if the Project is not restored and the Corporation fails to pay the Prepayment Amount, then the Lender may, at its sole discretion, declare the Prepayment Amount attributable to the reasonable value of the property damaged, destroyed or condemned to be immediately due and payable, and the Corporation is required to pay the same. Provided that no Event of Default has occurred that remains uncured, the Net Proceeds of insurance or any taking shall be made available by the Lender to be applied to discharge the Corporation’s obligation under this **Article VIII**, and after so applied any excess shall be paid directly to the Corporation. If any such damage, destruction or condemnation relates to a portion of the Project in excess of \$_____, and the Corporation elects to repair, restore, reconstruct, replace or improve the Project and if the Corporation or the Lender so requests by a notice in writing to the other parties to this Loan Agreement, the Net Proceeds shall be deposited with the Lender in escrow pending disbursement for that purpose under an escrow agreement. If the Net Proceeds are insufficient to discharge the Corporation’s obligations under this **Article VIII**, the Corporation shall use its own funds to discharge its obligations under this **Article VIII**.

ARTICLE IX
ASSIGNMENT, LEASING AND SELLING

Section 9.01. Registration of Bonds; Transfer and Assignment by Lender.

(a) The Issuer shall act as bond registrar for the registration and transfer of the Bonds, and as such shall keep the Bond register to evidence the registration, transfer and exchange of the Bonds at its principal office. The Bond register may be kept in any form that maintains a record of the registered owner of the Bonds and the registered owner’s address, including copies of the Bonds, assignments thereof or notices of assignments thereof.

(b) The Bonds may be transferred, but only upon the Bond register and only if (1) the Lender has submitted to the Issuer the Bonds accompanied by an assignment in substantially the form attached to the Bonds duly executed by the Lender or the Lender’s attorney or legal representative; which assignment shall disclose the name, address and tax identification number of the assignee; (2) the Corporation shall consent to such assignment, and (3) the assignee is a Qualified Institutional Buyer and the Lender has obtained and provided to the Issuer and the Corporation, prior to such transfer and assignment, an investor’s letter in the form of **Exhibit D**. Upon any transfer meeting the requirements of this **Section 9.01**, the Issuer shall execute and deliver in exchange for the Bonds a new Bond, registered in the name of the transferee, of the same series, of the same outstanding principal amount, maturing in the same amount at the same time and bearing interest at the same rate.

Section 9.02. No Sale, Lease or Assignment by Corporation. Neither this Loan Agreement nor the Project or any part thereof may be sold, leased, assigned or encumbered by the Corporation without the prior written consent of the Lender and the Issuer and an opinion of Bond Counsel that is obtained and provided to the Issuer and the Lender in a form acceptable to the Issuer and the Lender to the effect that the exclusion of the interest on the Bonds from gross income for federal income tax purposes will not be affected by such action.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default. The following constitute “Events of Default” under this Loan Agreement:

(a) failure by the Corporation to pay to the Lender, as assignee of the Issuer, any Loan Payment when due;

(b) failure by the Corporation or the Issuer to comply with or to perform any other covenant, condition or agreement contained in this Loan Agreement or any other Issuer Document or Corporation Document on its part to be observed or performed (and not constituting an Event of Default under any other provision of this **Section 10.01**) and which is not cured within 30 days after written notice is given to the Corporation or the Issuer, as the case may be, specifying such failure and requesting that it be remedied; provided that, if the failure stated in such notice cannot reasonably be corrected within such 30-day period, the Lender will not unreasonably withhold its consent to an extension of such time, not to exceed a period of 60 days (or such other period as may be reasonably agreed to by the Corporation and Lender), if corrective action is instituted by the Corporation or the Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected;

(c) initiation by the Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Issuer;

(d) the Corporation shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make a general assignment for the benefit of creditors; or the Corporation shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Corporation; or the Corporation shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Corporation; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Corporation and any of the foregoing shall not be dismissed, stayed or bonded within ninety (90) days after the occurrence thereof;

(e) any representation or warranty made by the Corporation or the Issuer in any Issuer Document or Corporation Document was untrue in any material respect when made;

(f) an Event of Default as specified in the Master Indenture has occurred and is occurring and has not been waived; or

(g) an [Event of Default] as specified in the Continuing Covenant Agreement has occurred and is continuing and has not been waived.

Section 10.02. Remedies on Default. Whenever any Event of Default has occurred and is continuing, the Lender, as assignee of the Issuer, shall have the right, at its sole option without any further demand or notice (except as required by applicable Laws), to take any one or any combination of the following remedial steps:

(a) by notice to the Issuer and the Corporation, declare the entire unpaid principal amounts of the Bonds and the Loan then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Loan Agreement to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by the Corporation and the Issuer;

(b) exercise any remedy available under any other Corporation Document;

(c) proceed by appropriate court action to enforce specific performance by the Issuer or the Corporation of the applicable covenants of this Loan Agreement or to recover for the breach thereof, including the payment of all amounts due from the Corporation. The Corporation shall pay or repay to the Lender or the Issuer all costs of such action or court action, including reasonable attorneys' fees; and

(d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights with respect to the Project or under the Corporation Documents. The Corporation shall pay or repay to the Lender or the Issuer all costs of that action, including reasonable attorneys' fees and expenses.

All proceeds from the exercise of remedies shall be applied in the following manner:

FIRST, to pay all reasonable costs and expenses associated with the exercise of any remedies, including reasonable attorneys' fees and expenses;

SECOND, to pay (1) the Lender the amount of all unpaid Loan Payments, if any, that are then due and owing, together with interest and late charges thereon and (2) the Lender the then applicable Prepayment Amount (taking into account the payment of past due Loan Payments as provided); and

THIRD, to pay the remainder of the proceeds to the Corporation.

Notwithstanding any other remedy exercised hereunder, the Corporation shall remain obligated to pay to the Lender any unpaid portion of the Prepayment Amount.

Section 10.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender or the Issuer is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver thereof, but any right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender or the Issuer to exercise any remedy reserved to it in this **Article X**, it shall not be necessary to give any notice other than any notice required by this **Article X**. All remedies herein conferred upon or reserved to the Lender or the Issuer shall survive the termination of this Loan Agreement.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01. Disclaimer of Warranties. THE LENDER AND THE ISSUER MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO. IN NO EVENT SHALL THE LENDER OR THE ISSUER BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LOAN AGREEMENT, THE PROJECT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CORPORATION'S USE OF ANY ITEM OR PRODUCTS OR SERVICES PROVIDED FOR IN THIS LOAN AGREEMENT.

Section 11.02. Tax Compliance Agreement. The Issuer, the Corporation and the Lender will each comply fully at all times with the Tax Compliance Agreement, and neither the Issuer, the Corporation nor the Lender will take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Compliance Agreement.

Section 11.03. Notices. All notices, certificates, requests, demands and other communications provided for hereunder or under the Tax Compliance Agreement shall be in writing and shall be either: (a) personally delivered, (b) sent by first-class United States mail, postage prepaid, (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case addressed to the party to whom notice is being given at its address as set forth below and, if sent by facsimile, transmitted to that party at its facsimile number set forth below or, as to each party, at any other address or facsimile number hereafter designated by that party in a written notice to the other parties complying as to delivery with this

Section 11.03:

Corporation:	Bryan Medical Center Attn: Michael Dewerff, Chief Financial Officer 300 South 68 th Street Lincoln, Nebraska 68510 Telephone: (402) 486-8520
with copies to:	Sherman & Howard Attn: T. Parker Schenken 675 Fifteenth Street, Suite 2300 Denver, Colorado 80202 Telephone: (303) 299-8284
Issuer:	The County of Lancaster, in the State of Nebraska c/o Gilmore & Bell, P.C. 2120 S. 72nd Street Omaha, Nebraska 68124 Telephone: (402) 991-9450
Lender:	[]
with a copy to:	[]

All such notices, requests, demands and other communications shall be deemed to have been given on (1) the date received if personally delivered, (2) three (3) Business Days after the date when deposited in the mail if delivered by mail, (3) one (1) Business Day after the date sent if sent by overnight courier, or (4) the date of transmission if delivered by facsimile.

Section 11.04. Further Assurance and Corrective Instruments. The Issuer, the Corporation and the Lender will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any further acts, instruments, conveyances, transfers and assurances that the others reasonably deem necessary or advisable for the implementation, correction, confirmation, recording, filing or perfection of the Issuer Documents or the Corporation Documents, as applicable, and any rights under the Issuer Documents or the Corporation Documents, as applicable. The Lender shall pay all reasonable expenses of the Issuer and the Corporation, including reasonable attorneys' fees and expenses, in connection with any implementation, correction, confirmation or perfection of the Issuer Documents or the Corporation Documents requested by the Lender.

Section 11.05. Binding Effect; Time of the Essence. This Loan Agreement shall inure to the benefit of and shall be binding upon the Lender, the Issuer, the Corporation and their respective successors and assigns. Time is of the essence.

Section 11.06. Severability. In the event any provision of this Loan Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.07. Amendments. To the extent permitted by law, the terms of this Loan Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 11.08. Non-Waiver. Waiver of or acquiescence by Lender in any default by Corporation, or failure of Lender to insist upon strict performance by Corporation of any warranties, agreements or other obligations contained in this Loan Agreement or any other Corporation Document shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

Section 11.09. Costs of Enforcement. In the event that Lender shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Loan Agreement or any other Corporation Document, including the representation of Lender in connection with any bankruptcy, reorganization, receivership or any other action affecting creditor's rights, and regardless of whether a suit or action is commenced, Corporation shall pay all of the costs and expenses of such collection, enforcement or protection, including reasonable attorneys costs, and Lender may take judgment for all such amounts.

Section 11.10. Reinstatement of Obligations. If at any time any payments on the Loan or any other indebtedness or liabilities owed to Lender theretofore made by Corporation must be disgorged by Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Corporation), this Loan Agreement and all other Corporation Documents shall be reinstated as to all disgorged payments as though such payment had not been made, and Corporation shall sign and deliver to Lender all documents and things necessary to reperfect any terminated Corporation Documents or liens thereunder.

Section 11.11. Execution in Counterparts; Electronic Copies. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Loan Agreement by signing any counterpart. The transactions described herein may be conducted and this Loan Agreement, the Corporation Documents, and all other documents related to this Loan Agreement may be sent, received and stored by electronic means, and may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. This Agreement shall supersede all previous agreements relating to the same subject matter between the parties.

Section 11.12. Term of Loan Agreement. This Loan Agreement shall be effective as of the date shown on the cover page and shall continue in force and effect until the principal of and interest on the Bonds are fully paid together with all sums payable by the Corporation under the Corporation Documents.

Section 11.13. Applicable Law; Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State. Venue of any dispute arising out of or related to this Loan Agreement shall be laid in Lancaster County, Nebraska. Notwithstanding anything in any Corporation Document or Issuer Document to the contrary, the obligations of the Issuer under any Loan Document shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to the choice of law rules of the State of Nebraska, and nothing in this Loan Agreement or any other document to the contrary shall be construed to require the Issuer to consent to the jurisdiction of any court.

Section 11.14. Entire Loan Agreement. This Loan Agreement, the Issuer Documents, the Corporation Documents, and the exhibits hereto and thereto constitute the entire agreement among the Lender, the Issuer and the Corporation with respect to the subject matter hereof.

Section 11.15. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LENDER AND THE CORPORATION, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS LOAN AGREEMENT OR ANY OTHER CORPORATION DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS LOAN AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM, RELATED THERETO. NEITHER THE LENDER NOR THE CORPORATION SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE (UNLESS SUCH CLAIM IS A COMPULSORY CLAIM, MEANING IT WOULD BE LOST OR OTHERWISE IMPAIRED IF NOT BROUGHT IN SUCH ACTION), ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE CORPORATION EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE LENDER AND THE CORPORATION. THIS PROVISION IS A MATERIAL INDUCEMENT TO PROVIDE THE FINANCING GOVERNED BY THIS LOAN AGREEMENT.

Section 11.16. Credit Agreement in Writing. A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU AND US

FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement in their respective names by their duly authorized officers, all as of the date first written above.

Lender: []

By: _____
[Title]

Issuer:

**THE COUNTY OF LANCASTER, IN THE
STATE OF NEBRASKA**

By: _____
Chair

Corporation:

**BRYAN MEDICAL CENTER, [a Nebraska
Nonprofit Corporation]**

By: _____
[Title]

EXHIBIT A TO LOAN AGREEMENT

THE PROJECT

A. 2022 Project Description and Location.

The 2022 Project consists of acquiring, constructing, improving, extending, repairing, equipping and furnishing (1) a new surgery center located on the Corporation's East Campus at 1600 S. 48th Street, Lincoln, Nebraska, (2) a new _____ located at _____, Lincoln, Nebraska.

B. Refunded Projects Description and Location.

2001A Project

The 2001A Project consists of (a) a three-story addition to the Corporation's existing hospital facilities, (b) renovations to the Corporation's Women's Center, (c) an addition to the School of Nursing (d) additional parking facilities, and (e) certain other improvements to its facilities, (a) through (e) all located at 1600 South 48th Street, Lincoln, Nebraska and (f) additions to connect the existing hospital towers and provide additional hospital space, (g) expansion and remodeling of existing surgical facilities (h) relocations and expansion of emergency facilities, (i) expansions of and an addition to the secure mental health facilities, (j) renovation of all patient care areas, (k) additional parking facilities, and (l) certain other improvements to the Corporation's facilities, (f) through (l) all located at 2300 South 16th Street, Lincoln, Nebraska.

2001B Project

The 2001B Project consists of acquiring, constructing, improving, expanding, equipping and furnishing the Crete Area Medical Center, 2910 Benton Drive, Crete, Nebraska.

**EXHIBIT B TO LOAN AGREEMENT
FORM OF BOND – TAX-EXEMPT**

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 9.01 OF THE LOAN AGREEMENT (AS DEFINED IN THE BOND).

This Bond, the interest thereon and any other payments or costs incident thereto do not constitute an indebtedness of the Issuer, the State of Nebraska, or any political subdivision of the State, and neither the State nor any such political subdivision of the State shall be liable thereon, nor in any event shall the Bond be payable out of any funds or properties other than those held under and pursuant to this Indenture and pledged therefor. The Issuer’s taxing power is not pledged for payment of the Bond.

No. R-_____ \$ _____

**THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA
REVENUE AND REFUNDING BONDS
(BRYAN PROJECTS)
SERIES 2022**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
As described herein	_____, 20__	_____, 2022

REGISTERED OWNER: []

PRINCIPAL AMOUNT: _____ **MILLION DOLLARS**

THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA (“Issuer”), a political subdivision organized and existing under the laws of the State of Nebraska, for value received, hereby promises to pay to the Registered Owner named above or its registered permitted assigns, but only from the sources and other funds hereinafter described in lawful money of the United States of America, on the Maturity Date stated above (or earlier as hereinafter referred to), on the dates herein specified, the principal sum of \$_____, together with interest on the unpaid principal balance from time to time outstanding, computed on the basis of a 360-day year and actual days elapsed, at the Specified Interest Rate; provided, however, whenever an Event of Default has occurred and is continuing, from and after the time such Event of Default has been declared, the principal amount of the Bonds and the Loan outstanding shall bear interest at the Default Rate (as each such term is defined herein or is defined by this reference to the Loan Agreement). “Specified Interest Rate” means the Tax-Exempt Rate or the Taxable Rate, as applicable, plus the applicable Performance Margin. The Bonds shall initially bear interest at the Tax-Exempt Rate, and the applicable Performance Margin as of the Issue Date is 0.

Notwithstanding anything herein to the contrary, in the event of (a) a Determination of Taxability, interest on the unpaid principal balance of this Bond shall accrue at the Taxable Rate, commencing on the date of occurrence of the Determination of Taxability, and (b) an Event of Default (assuming any applicable cure period provided for in the Loan Agreement has expired) or after maturity, interest on the unpaid principal balance of this Bond shall accrue at the Default Rate, commencing on the date of occurrence of the Event of Default or maturity, as applicable.

The Corporation shall pay to the Registered Owner, as assignee of the Issuer, interest only on the first day of each month on the Outstanding Principal Amount beginning _____ 1, 2022 through the Mandatory Tender Date. On the Mandatory Tender Date, Outstanding Principal Amount of Bonds shall be put and tendered by the Registered Owner for purchase by the Issuer in the amount equal to 100% of the principal amount thereof plus accrued interest to the purchase date, without premium. A final installment representing the entire unpaid principal balance of the Bonds, if any, and all accrued and unpaid interest thereon and all fees and charges in connection therewith, shall be due and payable on the Maturity Date.

If any installment of principal and/or interest provided herein becomes due and payable on a date other than a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest due on this Bond.

Certain other amounts, including without limitation a late charge as described in the Loan Agreement, may from time to time be payable by the Corporation directly to the Lender as provided in the Loan Agreement.

Such payments shall be further subject to, and governed by, the terms and conditions of the Loan Agreement (as defined below).

This Bond is the duly authorized Bond of the Issuer designated “The County of Lancaster, in the State of Nebraska, Revenue and Refunding Bonds (Bryan Projects), Series 2022” issued under and pursuant to (a) Sections 13-1101 through 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) a Loan Agreement, dated as of _____, 2022 (the “**Loan Agreement**”), among the Issuer, Bryan Medical Center, a nonprofit corporation duly organized and validly existing under the laws of the State of Nebraska (the “**Corporation**”), and [] a _____, and its permitted successors and assigns (the “**Lender**”). The terms of the Loan Agreement are hereby incorporated by reference and capitalized terms used herein and not specifically defined herein shall have the meaning ascribed to them in the Loan Agreement. This Bond is issued for the purpose of making a loan (the “**Loan**”) to the Corporation, to (a) pay, together with other available funds of the Corporation, the cost of the Construction (as defined in the Loan Agreement) of the 2022 Project (as defined in the Loan Agreement), refund the Refunded Bonds and (b) pay the costs of issuing this Bond.

The Loan Agreement prescribes the terms and conditions under which the Corporation shall repay the Loan and pursuant to which the Corporation will execute and deliver to the Issuer its promissory note (the “**Note**”) in the principal amount equal to the aggregate principal amount of this Bond in order to evidence such repayment obligation. The Issuer has pledged and assigned the repayments of the Loan and the Note to the Lender to secure payment of the principal of and the interest on this Bond.

As evidence of and further security for its obligation to repay the Loan, the Corporation has issued its Bryan Medical Center Direct Note Obligation No. [1] (the “**Obligation No. [1]**”) under the Amended and Restated Master Trust Indenture dated as of _____, 2022, as supplemented and amended, among the Corporation as Initial Sole Member of the Obligated Group, and such other persons as from time to time are other Members of the Obligated Group (as defined therein), and Computershare Trust Company, National Association as master trustee, and the First Supplemental Master Indenture dated as of _____, 2022 (the “**First Supplemental Master Indenture**”; said Master Trust Indenture, together with said First Supplemental Trust Indenture and all other amendments and supplements thereto, being referred to herein collectively as the “**Master Indenture**”). The Bonds are “Related Bonds” as such term is defined and under the Master Indenture.

This Bond is issued under and entitled to the security of the Loan Agreement pursuant to which the Note and all rights of the Issuer under the Loan Agreement, except the rights to payment for expenses, indemnity rights and the rights to perform certain discretionary acts specifically reserved to the Issuer therein, are pledged and assigned by the Issuer to the Registered Owner as security for this Bond. Reference is made to the Loan Agreement and to all amendments thereto and to the other Corporation Documents for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Registered Owner, and any subsequent registered owners of the Bond, and the terms on which the Bond are or may be issued and secured, and to all the provisions of which the Registered Owner hereof by the acceptance of this Bond assents.

THIS BOND IS A LIMITED OBLIGATION OF THE ISSUER, PAYABLE SOLELY FROM AMOUNTS PAYABLE BY THE CORPORATION PURSUANT TO THE LOAN AGREEMENT. THIS BOND IS NOT A LIEN OR CHARGE UPON THE FUNDS OR PROPERTY OF THE ISSUER, EXCEPT TO THE EXTENT OF THE AFOREMENTIONED PLEDGE AND ASSIGNMENT. THIS BOND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NONE OF THE ISSUER, THE STATE OF NEBRASKA, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF, INCLUDING ANY MEMBER OF THE ISSUER, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THIS BOND, OR THE INTEREST THEREON, EXCEPT FROM THE LOAN REPAYMENTS MADE BY THE CORPORATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEBRASKA, THE ISSUER, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND, NOR IS THE STATE OF NEBRASKA, THE ISSUER, OR ANY POLITICAL SUBDIVISION THEREOF IN ANY MANNER OBLIGATED TO MAKE ANY APPROPRIATION FOR PAYMENT.

This Bond is a fully registered Bond issued without option of conversion into a bond or bonds of any other form of denomination except upon transfer as stated below. This Bond may be transferred only in the manner and on the terms and conditions and subject to the restrictions stated in **Section 9.01** of the Loan Agreement.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Loan Agreement against any member, officer, employee or agent past, present or future, of the Issuer or of any successor body as such, either, directly or through the Issuer under any constitutional provision, statute or rule of law, by the enforcement of any assessment, or by any legal or equitable proceeding or otherwise. Neither the board, officers, employees or agents of the Issuer nor any person executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Nebraska.

IN WITNESS WHEREOF, The County of Lancaster, in the State of Nebraska has caused this Bond to be executed in its name and on its behalf by the manual signature of the Chair or Vice Chair or other officer of the Issuer and attested by the manual signature of its Clerk, all as of the Issue Date set forth above.

**THE COUNTY OF LANCASTER, IN THE
STATE OF NEBRASKA**

ATTEST:

By _____
Chair

By: _____
Clerk

[FORM OF ASSIGNMENT]

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 9.01 OF THE LOAN AGREEMENT (AS DEFINED IN THIS BOND).

For value received, the undersigned hereby sells, assigns and transfers unto

(please print or type name, address and tax identification number of transferee)

the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signed: _____

In the presence of: _____.

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany this Bond.

Signature Guaranteed:

**EXHIBIT C TO LOAN AGREEMENT
FORM OF NOTE**

PROMISSORY NOTE

U.S. \$ _____, 2022

FOR VALUE RECEIVED, BRYAN MEDICAL CENTER, a Nebraska nonprofit corporation (the “**Corporation**”), hereby unconditionally promises to pay to the order of THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA, a political subdivision organized and existing under the laws of the State of Nebraska (the “**Issuer**”), in lawful money of the United States of America and in immediately available funds, the lesser of (i) the principal sum of \$_____, or (ii) the aggregate principal amounts advanced by Lender from time to time under the hereinafter-described Loan Agreement (as each such term is defined herein or is defined by this reference to the Loan Agreement) and to pay interest on the unpaid principal amount hereof, in like money, at such office at the rates and in the amounts hereinafter specified and as specified in Article II of that certain Loan Agreement (the “**Loan Agreement**”), dated as of _____ 1, 2022, among the Issuer, the Corporation and [_____], _____ a _____ (the “**Lender**”), as the registered owner of the Issuer’s \$_____ aggregate principal amount Revenue and Refunding Bonds (Bryan Projects), Series 2022 (the “**Bonds**”).

This Note has been executed and delivered by the Corporation to the Issuer pursuant to the Loan Agreement. Under the Loan Agreement, the Issuer will loan to the Corporation the proceeds received from the sale of the Bonds to assist in the financing of the 2022 Project and refinancing of the Refunded Projects, as defined in the Loan Agreement, and the Corporation has agreed to repay such loan by making payments of principal, premium, if any, and interest (“**Loan Payments**”) at the times and in the amounts set forth in this Note for application to the payment of the principal of, premium, if any, and interest on the Bonds as and when due, or as otherwise provided in the Loan Agreement. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to, and is secured by, and as provided in, the Loan Agreement. The Bonds mature on _____, 20__ and are subject to mandatory tender on _____, 2032.

Capitalized terms used herein and not specifically defined herein shall have the meaning ascribed to them in the Loan Agreement.

Concurrently with the execution and delivery of this Note by the Corporation to the Issuer, the Issuer is endorsing this Note to the Lender and is assigning and pledging to the Lender all of the Loan Payments pursuant to the terms of the Loan Agreement. Amounts payable by the Corporation are further secured by the Bryan Medical Center Direct Note Obligation No. [1] (the “**Obligation No. [1]**”) under the Amended and Restated Master Trust Indenture dated as of _____, 2022, as supplemented and amended, among the Corporation as Initial Sole Member of the Obligated Group, and such other persons as from time to time are other Members of the Obligated Group (as defined therein), and Computershare Trust Company, National Association as master trustee, and the First Supplemental Master Indenture dated as of _____, 2022 (the “**First Supplemental Master Indenture**”; said Master Trust Indenture, together with said First Supplemental Trust Indenture and all other amendments and supplements thereto, being referred to herein collectively as the “**Master Indenture**”).

To provide funds to pay the principal of, premium, if any, and interest on the Bonds as and when due as above specified, the Corporation hereby agrees to and shall make Loan Payments in amounts identical to the amounts due on the Bonds.

If any installment of principal and/or interest provided herein becomes due and payable on a date other than a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest due on this Note.

Certain other amounts, including without limitation a late charge as described in the Loan Agreement, may from time to time be payable by the Corporation directly to the Lender as provided in the Loan Agreement.

Loan Payments shall be further subject to, and governed by, the terms and conditions of the Loan Agreement.

Notwithstanding anything herein to the contrary, in the event of (a) a Determination of Taxability, interest on the unpaid principal balance of this Note shall be at the Taxable Rate, commencing on the date of occurrence of a Determination of Taxability, and (b) an Event of Default (assuming any applicable cure period provided for in the Loan Agreement has expired) or after maturity, interest on the unpaid principal balance of this Note shall be at the Default Rate, commencing on the date of occurrence of the Event of Default or maturity, as applicable.

Installments of principal, premium, if any, and interest required hereunder shall be made by the Corporation directly to the Lender for the account of the Issuer, in lawful money of the United States of America in immediately available funds at the office of the Lender in []. Notwithstanding any other provision of this Note to the contrary, all installments of principal and interest hereunder shall at all times be sufficient to pay the installments of principal and interest required on the Bonds.

The payments by the Corporation to the Lender shall be deemed made by the Corporation on account of this Note and receipt of such payments by the Lender shall be deemed satisfaction of the payment obligations of the Issuer under the Bonds.

Time is of the essence with respect to the terms of this Note.

This Note is the Note referred to in the Loan Agreement, and is entitled to the benefits, and is subject to the provisions of the Loan Agreement and such provisions are deemed incorporated herein by this reference thereto. Advances under this Note shall be made in accordance with the Loan Agreement. This Note may be prepaid and is subject to prepayment as specified in the Loan Agreement, and all of the terms, conditions and provisions of the Loan Agreement are by this reference incorporated herein and made a part of this Note. Payment of this Note is secured by the Corporation Documents and as otherwise provided in the Loan Agreement.

In case of an Event of Default (assuming any applicable cure period provided for in the Loan Agreement has expired), the principal of and interest on this Note may be declared immediately due and payable as provided in the Loan Agreement, along with attorneys' fees and costs of collection, and without relief from valuation or appraisal laws. Upon such Event of Default, interest hereon shall be at the Default Rate.

The Corporation and all endorsers, guarantors, liquidity providers, sureties, accommodation parties and all other parties liable or becoming liable for all or any part of the indebtedness evidenced

hereby, severally waive presentment, demand, notice, notice of dishonor, protest, notice of protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assent to the addition or release of any other party or person primarily or secondarily liable under this Note.

Upon payment in full of this Note, the Lender shall mark hereon "Paid in Full" and return this Note to the Corporation. When this Note shall be paid in full, the Bonds shall be deemed paid in full.

THE CORPORATION, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OTHER CORPORATION DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE CORPORATION OR LENDER RELATED THERETO. THE CORPORATION SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE (UNLESS SUCH CLAIM IS A COMPULSORY CLAIM, MEANING IT WOULD BE LOST OR OTHERWISE IMPAIRED IF NOT BROUGHT IN SUCH ACTION), ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH THE CORPORATION AND THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO PROVIDE THE FINANCING EVIDENCED BY THIS NOTE.

This Note shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Corporation has caused this Note to be executed and delivered by its duly authorized representative as of the date first written above.

BRYAN MEDICAL CENTER, a Nebraska
Nonprofit Corporation

By: _____
Title: Chief Financial Officer

ENDORSEMENT

Pay, without recourse, to the order of the [] as the registered owner and holder of the Bonds issued under and pursuant to the Loan Agreement dated as of the date first written above, from the undersigned.

**THE COUNTY OF LANCASTER, IN THE
STATE OF NEBRASKA**

By: _____
Title: Chair

ACCEPTANCE OF ASSIGNMENT

The above assignment is hereby accepted by [], and [] hereby agrees to the terms thereof.

[]

By: _____
Title: Authorized Officer

**EXHIBIT D TO LOAN AGREEMENT
FORM OF INVESTOR'S LETTER OF REPRESENTATION**

_____, 2022

The County of Lancaster, in the State of Nebraska
Lincoln, Nebraska

Bryan Medical Center
Lincoln, Nebraska

Re: Not to exceed \$_____ The County of Lancaster, in the State of Nebraska,
Revenue and Refunding Bonds (Bryan Projects), Series 2022, dated _____, 2022

Ladies and Gentlemen:

The undersigned [] as purchaser (the “**Lender**”) of the above-referenced bonds (the “**Bonds**”) issued by The County of Lancaster, in the State of Nebraska (the “**Issuer**”) pursuant to and on the terms set forth in the Loan Agreement, dated as of _____ 1, 2022 (the “**Loan Agreement**”) among the Lender, the Issuer and Bryan Medical Center (the “**Corporation**”), hereby represents to you that:

1. Capitalized terms used herein and not otherwise defined are used with the meanings given such terms in the Loan Agreement.

2. The Lender has duly authorized, by all necessary action, the purchase of the Bonds and the right to receive the payments of principal of and interest on the Bonds pursuant to the terms and provisions of the Loan Agreement (the “**Issuer Payments**”).

3. The Lender is a bank and a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933, as amended (the “**Securities Act**”). The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations bearing tax-exempt interest, to be able to evaluate the risks and merits of the investment represented by the Bonds, the Issuer Payments, the Loan Payments and the Loan Agreement. The Lender is able to bear the economic risks of that investment, including a complete loss of such investment.

4. The Lender understands that the obligations of the Issuer to make the Issuer Payments under the Loan Agreement and the Bonds are special, limited revenue obligations payable solely from amounts paid to the Issuer from the Corporation pursuant to the terms of the Loan Agreement and that notwithstanding anything to the contrary contained in the Loan Agreement, the Issuer is not obligated to make the Issuer Payments, or pay any portion of the Project Costs (including costs of issuing the Bonds) or pay and redeem the Refunded Bonds or make any other payment or advance any money or be liable for any other costs or expenses in connection with the 2022 Project, the Bonds, the Refunded Bonds, the Issuer Payments, the Loan Payments or the Loan Agreement, except from proceeds of the Bonds and the amounts paid to the Issuer from the Corporation pursuant to the Loan Agreement, and no such payment shall constitute a charge against the general credit of the Issuer. The Lender further understands that the Issuer is not directly, indirectly, contingently or morally obligated to use any other money or assets of the Issuer to pay the Issuer Payments or any portion of the Project Costs (including costs of issuing the Bonds) or for all or any portion of those other costs or expenses.

5. The Lender acknowledges that it have either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Lender has had the opportunity to ask questions and receive answers from appropriate officers of the Corporation concerning the Corporation, the Bonds, the Issuer Payments, the Loan Payments, the Loan Agreement and the security therefor, so that the Lender has been able to evaluate the risks and merits of purchasing the Bonds and make its decision to purchase the Bonds on the terms set forth in the Loan Agreement. The Lender acknowledges that it has not relied upon the Issuer for any information in connection with its purchase of the Bonds under the terms of the Loan Agreement, except as set forth in **Section 4.01** of the Loan Agreement.

6. The Lender made its own inquiry and analysis with respect to the Loan Agreement, the Bonds, the Issuer Payments, the Loan Payments and the security therefor, and other factors affecting the security and payment of such payments set forth in the Loan Agreement. The Lender is aware that the business of the Corporation involves certain economic variables and risks that could adversely affect the security for the payments to be made by the Issuer to the Lender under the terms of the Loan Agreement and the Bonds. The Lender has examined the legal documents relating to the Bonds and the Loan Agreement, including the proposed legal opinions to be delivered by the Corporation's counsel and Gilmore & Bell, P.C., as Bond Counsel.

7. The Lender understands that the Bonds (including the right to receive the Issuer Payments and Loan Payments under the terms of the Loan Agreement) (a) are not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable.

8. The Lender understands that the Bonds (including the right to the Issuer Payments and Loan Payments under the terms of the Loan Agreement) have not been registered under the Securities Act in reliance upon certain exemptions from registration. The Lender represents to you that it is purchasing the Bonds for investment for its own account and not with a view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of the Bonds or any part of its interest in the Bonds. The Lender agrees not to sell, transfer or otherwise dispose of the Bonds or all or any part of its interest in the Bonds or the Loan Agreement unless such transfer is permitted under the Loan Agreement and the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable securities laws.

9. The Lender agrees to indemnify and hold harmless the Issuer with respect to any claim asserted against the Issuer that is based upon the Lender's sale, transfer or other disposition of the Bonds or all or any part of the Lender's interests in the Bonds or the Loan Agreement in violation of the provisions hereof or of the Loan Agreement, other than any claim that is based upon the gross negligence or willful misconduct of the Issuer.

10. The Lender has executed and delivered this letter in connection with issuance of the Bonds and the execution and delivery of the Loan Agreement as an inducement to the Issuer to cause the issuance of the Bonds and the execution and delivery of the Loan Agreement to the Lender.

SCHEDULE 4.02(C)

LITIGATION

[None.]