

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA**

A RESOLUTION AUTHORIZING THE)
ISSUANCE OF HEALTHCARE REVENUE)
BONDS (TABITHA, INC. PROJECT), SERIES)
2015C, IN AN AGGREGATE PRINCIPAL)
AMOUNT NOT TO EXCEED \$6,500,000 FOR)
THE PURPOSE OF MAKING A LOAN TO)
TABITHA, INC., A NEBRASKA NONPROFIT)
CORPORATION, TO (A) FINANCE A)
PORTION OF THE COSTS OF ACQUIRING,)
CONSTRUCTING, FURNISHING AND)
EQUIPPING TWO 17-BED SKILLED)
NURSING FACILITIES IN CRETE,)
NEBRASKA, (B) IF NECESSARY, FUND A)
RESERVE ACCOUNT FOR THE BONDS,)
AND (C) PAY ALL OR PART OF THE COSTS)
OF ISSUING THE BONDS; MAKING)
FINDINGS AND DETERMINATIONS WITH)
RESPECT TO THE BONDS, INCLUDING)
THAT SAID BONDS SHALL NOT BE A)
LIABILITY OF THE COUNTY NOR A)
CHARGE AGAINST ITS GENERAL CREDIT)
OR TAXING POWERS; APPROVING THE)
PREPARATION, EXECUTION AND)
DELIVERY OF CERTAIN DOCUMENTS IN)
CONNECTION WITH THE ISSUANCE OF)
THE BONDS; AND RELATED MATTERS)

RESOLUTION NO. R-15-0011

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS (THE "BOARD") OF THE
COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA (THE "COUNTY" OR
"ISSUER"):

ARTICLE I

LEGAL AUTHORIZATION; FINDINGS; LIMITED OBLIGATIONS

Section 1.01. Findings and Determinations. The Board hereby finds and determines as follows:

(a) The Issuer is a county, public corporation and body politic duly created and organized and validly existing under the laws of the State of Nebraska (the "State"). The Issuer is authorized by the Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "Act"), to issue its revenue bonds for the purposes of financing or refinancing any project (as such term is defined in the Act), and to loan the proceeds thereof to a nonprofit enterprise.

(b) Tabitha, Inc. (the **“Borrower”**), a nonprofit corporation duly organized and validly existing under the laws of the State, owns and operates healthcare facilities (the **“Facilities”**) located generally at 1405 Hickory Avenue in Crete, Nebraska and 47th and Randolph Streets in Lincoln, Nebraska and maintains its corporate headquarters and employs a majority of its employees within the boundaries of the Issuer. The Borrower has requested that the Issuer issue its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C, dated the date of delivery thereof, in a principal amount not to exceed \$6,500,000 (the **“Bonds”**), and loan the proceeds thereof to the Borrower for all or some of the following purposes: (a) finance a portion of the costs of acquiring, constructing, furnishing and equipping two new 17-bed skilled nursing facilities to be located at the northeast corner of 13th Street and Iris Avenue in Crete, Nebraska (the **“Project”**), (b) if necessary, establish a debt service reserve fund for the Bonds and (c) pay certain costs of issuance;

(c) Notice of a joint public hearing was published in the *Crete News* on February 18, 2015 and in the *Lincoln Journal-Star* on February 23, 2015 concerning the proposal by County to issue the Bonds in accordance with the provisions of the Act, and pursuant to such notice, a joint public hearing on the proposal to issue the Bonds on behalf of the Borrower has been conducted in the jurisdiction where the Project is to be located by the Board of Commissioners of Saline County, Nebraska, (the **“Saline County Board”**), on behalf of itself and the County, at the time and place specified in such notice and all persons who appeared were given an opportunity to express their views for or against the proposal to issue the Bonds. The Saline County Board adopted a resolution approving the issuance of the Bonds by the Issuer for the Project after hearing and considering all comments relating to the issuance of the Bonds. A general functional description of the type and use of the Project has been accurately described in such notice of hearing and is hereby approved; (2) the maximum face amount of the Bonds has been accurately described in such notice of hearing and is hereby approved; and (3) the initial owner, operator or manager of such facilities has been accurately described in such notice of hearing and is hereby approved.

(d) A reasonable relationship exists between the County and (a) the Borrower, given the Borrower’s operations within the County, and (b) the Project, given the Borrower’s administrative oversight of the Project from its Facilities located within the County.

(e) The Issuer has agreed to (a) issue the Bonds pursuant to a Trust Indenture (the **“Indenture”**) between the County and BOKF, National Association (the **“Trustee”**), (b) loan the proceeds thereof to the Borrower pursuant to a Loan Agreement (the **“Loan Agreement”**) between the Issuer and the Borrower, and (c) sell the Bonds to Ameritas Investment Corp. (the **“Underwriter”**) pursuant to a Bond Purchase Agreement (the **“Bond Purchase Agreement”**) among the Issuer, the Borrower and the Underwriter.

(f) The following documents have been prepared in connection with the issuance, sale and delivery of the Bonds and presented to the Issuer on this date (collectively, the **“Financing Documents”**), and each are in appropriate form and are appropriate instruments for the purposes intended:

- (1) The form of the Indenture;
- (2) The form of the Loan Agreement;
- (3) The form of the Bond Purchase Agreement;

(4) The form of the Tax Compliance Agreement with respect to the Bonds (the **“Tax Agreement”**), among the Issuer, the Borrower and the Trustee, concerning compliance with the provisions of the Internal Revenue Code of 1986, as amended (the **“Code”**), and the applicable

regulations thereunder.

(5) The form of the Preliminary Official Statement with respect to the Bonds (the “Preliminary Official Statement”); and

(g) Based entirely in reliance upon representations made to it by the Borrower in the Financing Documents to which the Borrower is a party, which representations the Borrower shall be deemed to have affirmed and ratified upon its execution of the Financing Documents to which it is a party, the Issuer hereby finds and determines as follows:

(1) The Project is not and will not be operated for profit, but will be operated as a nonprofit enterprise to provide healthcare and medical facilities in order to care for and protect the health and public welfare;

(2) Paying the costs of the Project will enhance the ability of the Borrower to provide healthcare and services, and the Borrower expects to continue to operate the Project as an integral part of its overall operations for the foreseeable future;

(3) The Borrower is a private, nonprofit corporation and is authorized by law to provide and operate healthcare facilities in the State; and

(4) The issuance of the Bonds will carry out the purposes of the Act.

(h) The Bonds, when issued, will be special, limited revenue obligations of the County payable solely from payments made by the Borrower under the Loan Agreement and from certain other revenues pledged under the Indenture, and shall not constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

(i) The Bonds will not be a debt of any county, city, village or other political subdivision in the State, and none of the State, the County of Lancaster, Nebraska, or any county, city, village or other political subdivision in the State shall be liable on the Bonds. The Bonds shall not constitute a debt within the meaning of any constitutional or statutory debt limitation of the State.

(j) Pursuant to Section 13-1105 of the Act, the Issuer hereby determines that (1) the amount necessary to pay the principal of and the interest on the Bonds is not to exceed \$6,500,000; (2) no reserve fund, except as may be determined by the Borrower pursuant to Section 2.01 hereof, is advisable to be established in connection with the retirement of the Bonds and the maintenance of the Project including taxes.

ARTICLE II

AUTHORIZATION OF BONDS APPROVAL OF FINANCING DOCUMENTS

Section 2.01. Authorization of Bonds.

(a) For the purpose of making a loan to the Borrower to provide for the Project, to pay all or part of the costs of issuing the Bonds and, if determined necessary by the Borrower, fund a debt service reserve account for the Bonds, there are hereby authorized to be issued healthcare facilities revenue bonds of the Issuer in an aggregate principal amount not to exceed Six Million Five Hundred Thousand Dollars

(\$6,500,000), to be designated "The County of Lancaster, Nebraska Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C." The Bonds shall (1) be issued in fully registered form in the denominations, (2) bear such dates and interest rates, (3) mature and be payable as to principal or redemption price and interest at such place and in such form, (4) carry such registration privileges, (5) be subject to redemption, (6) be executed, (7) be in such form, (8) be issued in one or more series, (9) carry such designation, and (10) contain such other terms, covenants and conditions as shall be set forth in the Indenture. Pursuant to the Bond Purchase Agreement, the Bonds shall be sold to the Underwriter at an underwriting discount not to exceed 1.25% of the principal amount of the Bonds. The Bonds shall not be issued or dated later than December 31, 2015.

(b) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Secretary, who are authorized to execute, seal, attest and deliver the Bonds on behalf of the Issuer. The Trustee shall manually authenticate each Bond. The following legend shall be plainly stated upon the face of each Bond: **"THIS BOND, INCLUDING THE PRINCIPAL OF AND INTEREST THEREON, SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OF LANCASTER, NEBRASKA, OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS."**

Section 2.02. Approval of Financing Documents. The form, terms, and provisions of each proposed Financing Document are, in all respects, hereby approved, authorized, ratified, and confirmed, and the Chair, Vice Chair and County Clerk are each separately and individually hereby authorized and directed to execute, acknowledge, and deliver each Financing Document, including counterparts thereof, in the name and on behalf of the Issuer. Each Financing Document shall be in substantially the form now before this meeting and hereby approved, subject to such changes therein as shall be approved by the officers of the Issuer executing the same, such execution thereof to constitute conclusive evidence of the Issuer's approval of any and all changes or revisions therein from the form of the Financing Documents now before this meeting. To the extent the Bonds are issued in multiple series and on multiple dates, each of the Financing Documents may be supplemented or amended as determined appropriate by the Chair, Vice Chair or County Clerk, which supplements or amendments shall contain any additional terms or provisions of the Bonds non inconsistent with the provisions of Section 2.01 herein and shall each be deemed one of the Financing Documents as defined herein. From and after the execution and delivery of the Financing Documents by the Issuer, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Financing Documents.

Section 2.03. Consent to Use of Preliminary Official Statement and Official Statement. The Issuer hereby consents to the use and distribution of the Preliminary Official Statement and a final Official Statement relating to the Bonds by the Underwriter. Notwithstanding the foregoing, the Issuer has not prepared or assisted in the preparation of the Preliminary Official Statement or the final Official Statement and, except for the information contained under the captions "THE ISSUER" and "LITIGATION - The Issuer," the Issuer disclaims any responsibility for the disclosures set forth in the Preliminary Official Statement or the final Official Statement or otherwise made in connection with the offer, sale and distribution of the Bonds.

Section 2.04. Authority To Execute and Deliver Additional Documents; Further Authorizations. The Chair, Vice Chair or County Clerk are each severally hereby authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, agreements, documents and other papers and to perform all other acts as the party signing may deem necessary or appropriate to implement and carry out the purposes and intent of this Resolution, including the preamble hereto. The Chair, Vice Chair or County Clerk are each severally hereby authorized to determine, in conjunction with

authorized representatives of the Borrower: (a) the respective date of each of the Financing Documents and the Bonds, (b) the aggregate principal amount of Bonds to be issued, not to exceed \$6,500,000, and the principal maturities thereof, (c) the interest rates for each maturity of the Bonds, which shall not result in a true interest cost for the Bonds in excess of 5.0% per annum, (d) the redemption provisions applicable to the Bonds; provided, however, that the Bonds shall be redeemable at a redemption price not to exceed 100% of the principal amount thereof plus accrued interest on such principal amount to the date of redemption, and (e) the purchase price for the Bonds, which may take into account the Underwriter's discount, original issue discount and original issue premium, plus accrued interest.

ARTICLE III

MISCELLANEOUS

Section 3.01. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person, other than the Issuer, the Underwriter and the Trustee, any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower, the Underwriter and the Trustee as herein provided.

Section 3.02. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 3.03. Immunity of Officers. No recourse for the payment of any part of the principal or redemption price of or interest on the Bonds for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, sale and delivery of the Bonds shall be had against any official, officer, member or agent of the Issuer or the State, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issuance, sale and delivery of the Bonds.

Section 3.04. Book-Entry Bonds. The Issuer recognizes that the Indenture provides that the Bonds will be held by The Depository Trust Company ("DTC") and that the beneficial owners of the Bonds will have evidence of their ownership interests in book-entry form only. In connection with such arrangement, the Chair, Vice Chair or Secretary are each separately and individually hereby authorized and directed to execute and deliver a Letter of Representations to DTC and to execute and deliver such other documents, certificates and letters as shall be necessary or appropriate in connection with such arrangement.

Section 3.05. Prior Resolutions. To the extent that the provisions of this Resolution conflict with provisions of prior resolutions, or parts thereof, the provisions of this Resolution shall control, to the extent of such conflicts.

Section 3.06. Captions. The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 3.07. Validity of Bonds. Each Bond shall contain a recital that such Bond is issued pursuant to and under the Act, and such recital shall be conclusive evidence of its validity and of the regularity of its issuance.

Section 3.08. Effective Date. This Resolution shall be in full force and effect immediately upon its passage by the Board of Commissioners of the Issuer.

PASSED AND ADOPTED this 17th of March, 2015 at the County-City Building, in the City of Lincoln, Lancaster County, Nebraska.

**BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA**

Todd Witeg

Dave Short

Tommy Amundson

Harry Hudson

Bill Army

APPROVED AS TO FORM
this 17 day of March, 2015.

Dennis Johnson

(Deputy) County Attorney

[SEAL]

LOAN AGREEMENT

Dated April _____, 2015

between

THE COUNTY OF LANCASTER, NEBRASKA

and

TABITHA, INC.

**Healthcare Revenue Bonds
(Tabitha, Inc. Project)**

**\$ _____
Series 2015C**

The rights, title and interest of The County of Lancaster, Nebraska in this Loan Agreement (with certain exceptions) have been pledged and assigned to BOKF, National Association, as Trustee, under the Trust Indenture, dated April ___, 2015, between the Issuer and the Trustee.

LOAN AGREEMENT

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Exhibit A – The Project

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* * *

LOAN AGREEMENT

This **LOAN AGREEMENT**, dated **April __, 2015** (the "**Loan Agreement**"), is by and between the **COUNTY OF LANCASTER, NEBRASKA**, a county, public corporation and body politic duly organized and existing under the laws of the State of Nebraska (the "**Issuer**"), and **TABITHA, INC.**, a nonprofit corporation organized and existing under the laws of the State of Nebraska (the "**Corporation**").

RECITALS

1. Pursuant to the Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), and at the request of the Corporation, the Issuer will issue its **Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C** in the aggregate principal amount of \$_____, (the "**Bonds**"), under a Trust Indenture of even date herewith (the "**Indenture**") between the Issuer and BOKF, National Association, as Trustee (the "**Trustee**"), for the purpose of making a loan of the proceeds thereof (the "**Loan**") to the Corporation under this Loan Agreement to provide funds (together with other funds available to the Corporation) to (a) finance a portion of the costs of acquiring, constructing, furnishing and equipping two 17-bed skilled nursing facilities in Crete, Nebraska (the "**Project**") and (b) provide for the payment of certain costs of issuance of the Bonds.

2. To evidence the Loan, the Corporation will deliver to the Issuer its **Promissory Note, Series 2015C** (the "**Note**"), in the principal amount of \$_____, substantially in the form attached hereto as **Exhibit B** and has entered into a Fourth Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement dated April __, 2015 (the "**Deed of Trust**"), with BOKF, National Association, as deed trustee (the "**Deed Trustee**") to secure its obligations under the Loan Agreement and the Note.

3. The Issuer and the Corporation are entering into this Loan Agreement to provide for the loan of the proceeds of the Bonds by the Issuer to the Corporation, and the repayment of the Loan by the Corporation.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Loan Agreement, the Issuer and the Corporation covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. For all purposes of this Loan Agreement, except as otherwise provided or unless the context otherwise requires, words and terms used in this Loan Agreement have the same meanings as set forth in **Section 101** of the Indenture.

Section 1.2. Rules of Construction. For all purposes of this Loan Agreement, except as otherwise provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Loan Agreement:

- (a) The defined terms referred to in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein or in the Indenture shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) Whenever an item or items appear after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Issuer. The Issuer represents and warrants to the Corporation and the Trustee as follows:

- (a) ***Organization and Authority.*** The Issuer (1) is a county, body politic and corporate duly organized and existing under the laws of the State of Nebraska, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture and this Loan Agreement and to perform its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture and this Loan Agreement and the other Financing Documents required to be executed and delivered by it in connection with the issuance of the Bonds, acting by and through its duly authorized officers.
- (b) ***No Defaults or Violations of Law.*** The execution and delivery of the Indenture, this Loan Agreement, and any other Financing Documents by the Issuer will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Issuer is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Issuer or its property.
- (c) ***Absence of Litigation.*** No litigation, proceedings or investigations are pending or, to the knowledge of the Issuer, threatened against the Issuer at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or

issuance and delivery of the Bonds, the Indenture, this Loan Agreement or any other Financing Documents to which the Issuer is a party, or which challenges the existence or powers of the Issuer to enter into and carry out the transactions contemplated by this Loan Agreement or any other Financing Documents to which it is a party, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Loan Agreement, or any other Financing Document to which the Issuer is a party or its ability to perform its obligations thereunder.

Section 2.2. Representations by the Corporation. The Corporation represents and warrants to the Issuer and the Trustee as follows:

(a) ***Organization, Tax-Exempt Status and 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 authorized by law to provide or operate a hospital (as defined in the Act) and related facilities in the State of Nebraska, (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 Internal Revenue Code 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 lawful power and authority to enter into, execute and deliver this Loan Agreement, and to execute and deliver the Note and the other Financing 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 and the other required Financing Documents, acting by and through its duly authorized officers.

(b) ***No Defaults or Violations of Law.*** The execution and delivery of this Loan Agreement, the Note and the other Financing Documents by the Corporation will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or its articles of incorporation, bylaws, or any of the rules or regulations of any court or other governmental body applicable to the Corporation or its property.

(c) ***Absence of Litigation.*** No litigation, proceedings or investigations are pending or, to the knowledge of the Corporation, threatened against the Corporation at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds, the Indenture, this Loan Agreement, the Deed of Trust or any other Financing Documents to which the Corporation is a party, or which challenges the existence or powers of the Corporation to enter into and carry out the transactions contemplated by this Loan Agreement, the Deed of Trust or any other Financing Documents to which it is a party, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Loan Agreement, the Deed of Trust or any other Financing Document to which the Corporation is a party or its ability to perform its obligations thereunder.

(d) ***Licenses, Permits and Approvals.*** The Corporation is duly authorized and has all necessary licenses and permits to occupy and operate its Facilities 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 construction, equipping, furnishing and operation of the Project. The Facilities are in all

material respects in compliance with all applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws and regulations.

(e) ***Pending Litigation.*** Except as may be described in the Official Statement relating to the Bonds, no litigation, proceedings or investigations are pending or, to the knowledge of the Corporation, threatened against the Corporation, except litigation involving claims, the probable recoveries in which and the estimated costs and expenses of defense of which, based upon the advice of litigation counsel to the Corporation, (1) will be entirely within the Corporation's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Corporation's applicable self-insurance program, or (2) if adversely determined, will not materially and adversely affect the financial condition or operations of the Corporation. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Corporation, threatened against the Corporation seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Indenture, the Bonds, this Loan Agreement or any other required Financing Documents by the Issuer, or this Loan Agreement or any other required Financing Documents by the Corporation, or which would in any manner challenge or adversely affect the corporate existence or powers of the Corporation to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Corporation of the terms and provisions of this Loan Agreement or any other Financing Documents to which it is a party.

(f) ***Financial Statements and Other Information.*** The audited financial statements of the Corporation included in the Official Statement relating to the Bonds correctly and fairly present the financial condition of the Corporation as of the dates and for the periods stated therein, and the results of the operations of the Corporation for each of such periods, respectively, all in accordance with generally accepted accounting principles except as stated in the notes thereto, and there has been no material adverse change in the financial condition of the Corporation from that set forth in said financial statements, except as may be disclosed in the Official Statement. The financial statements and other information of the Corporation included in the Official Statement relating to the Bonds do not, nor do the representations and warranties of the Corporation in this Loan Agreement or in any other Financing Documents to which the Corporation is a party or any written statement (including the Official Statement relating to the Bonds) furnished by the Corporation to the Issuer and the Original Purchaser, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact which the Corporation has not disclosed to the Issuer and the Original Purchaser in writing which materially affects adversely or, so far as the Corporation can now foresee, will materially affect adversely the financial condition or operations of the Corporation, its status as a Tax-Exempt Organization, its ability to own and operate its properties or its ability to make the payments under this Loan Agreement and the Note when and as the same become due and payable.

(g) ***Employee Pension Benefit Plans.*** The Corporation has not engaged in, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Corporation with the provisions of this Loan Agreement and the Note will not involve, any prohibited transactions within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the Internal Revenue Code. No "employee pension benefit plans", as defined in ERISA, maintained by the Corporation, nor any trusts created thereunder, have incurred, at the end of any plan year, an "accumulated funding deficiency" as defined in Section 302 of ERISA nor does the present value of all benefits vested under all such plans exceed the value of the assets of such plans allocable to such vested benefits.

(h) **Warranty of Title.** The Corporation has good and marketable title to all of its Property, free and clear of all mortgages, liens, security interests, charges and encumbrances except Permitted Encumbrances, and there exists no mortgage, lien, security interest, charge or encumbrance (including, without limitation, any mechanic's lien or judgment lien) on such Property 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 Deed of Trust, the Corporation has conveyed to the Deed Trustee a valid lien on the Real Property and the Personal Property. The Corporation is lawfully possessed of all of such property and is the owner thereof as specified free and clear of all mortgages, liens, security interests, charges or encumbrances whatever except the Permitted Encumbrances and the interest of the Trustee, the Owners and the Issuer under the Indenture. The Corporation has full power and authority to encumber the Real Property and to grant a security interest in the Personal Property to the Issuer.

(i) **Environmental Laws.** The Corporation is, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "**Environmental Laws**"); the Corporation has received no notice of any alleged violation of any Environmental Laws; and the Corporation will continue to comply, in all material respects, with all Environmental Laws.

(j) **Parking.** The Corporation will at all times have available and maintain accessible and in close proximity to the Facilities for the use and benefit of patients, residents, users and visitors adequate car parking spaces.

Section 2.3. Survival of Representations. All representations of the Issuer and the Corporation contained in this Loan Agreement or in any certificate or other instrument delivered by the Issuer and the Corporation pursuant to this Loan Agreement, the Indenture, or any other Financing Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

THE LOAN

Section 3.1. Loan of Funds to the Corporation. The Issuer shall make the Loan to the Corporation, using the proceeds of the sale of the Bonds, and the Corporation shall receive such Loan from the Issuer, for the purposes and upon the terms and conditions provided in this Loan Agreement.

The Loan shall be evidenced by the Note, which shall be in substantially the form set forth in **Exhibit B** hereto, shall be executed by the Corporation and made payable to the Issuer, and shall be endorsed and assigned by the Issuer, without recourse, to the Trustee.

Section 3.2. Use of Proceeds. The proceeds of the Bonds loaned to the Corporation shall be paid to the Trustee for deposit as provided in the Indenture and shall be administered, disbursed and applied for payment of Costs of the Project and Costs of Issuance in the manner provided in the Indenture.

The Corporation shall cause the Project as described in **Exhibit A** of the Indenture to be completed with reasonable dispatch, and shall provide (from its own funds if required) all moneys necessary to complete the Project substantially in accordance with the plans and specifications for the Project. The Corporation shall comply with all of the provisions and shall perform all obligations of the Corporation set forth in the Indenture with respect to the completion of the Project.

If the proceeds derived from the sale of the Bonds issued for such purpose are not sufficient to pay in full the Costs of the Project, the Corporation shall pay so much of the cost thereof as may be in excess of the proceeds of the Bonds and any investment income thereon available therefor. The Corporation agrees that if, after exhaustion of the proceeds of the Bonds and investment income thereon, the Corporation should pay any portion of the Costs of Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or the Trustee nor shall it be entitled to any abatement, diminution or postponement of its payments hereunder.

The completion of the Project shall be evidenced to the Trustee by an Officer's Certificate in the form set forth in the Indenture, delivered to the Trustee within 90 days of the date of completion of the Project pursuant to **Section 404** of the Indenture.

Section 3.3. Project Documents. The Corporation shall maintain in its files and available for inspection by the Trustee upon request copies of the following documents at such time as such documents become available and in any event by the time work is commenced on the portion of the Project to which they relate:

(a) **Plans and Specifications.** All available preliminary and final plans and specifications for the Project.

(b) **Construction Contracts.** All architect's and general contractor's contracts for the Project and all prime subcontractor's contracts and purchase orders for any equipment included in the Project, and all other contracts entered into by the Corporation with design professionals, contractors, construction managers, design/builders and/or program managers, and equipment suppliers, for the design, construction and equipping of the Project.

(c) **Payment and Performance Bonds.** Payment and performance bonds insuring the Corporation, the Issuer and the Trustee as their respective interests may appear against delays in completion of all construction contracts, against failure timely to complete the Project in accordance with the plans and specifications therefor, and against claims for payment to cover labor and material used or reasonably required for use in the performance of the construction contracts.

(d) **Licenses and Permits.** All required licenses, permits and approvals required or necessary to construct and occupy the Project and to operate the Facilities of the Corporation, including all certificates of need and other permits, or appropriate letters of nonreviewability, for the acquisition, construction and equipping portions of the Project, if required, from any governmental agency as may be necessary for such work.

(e) **Title Insurance.** A standard ALTA Lender's policy or policies of title insurance, or a commitment therefor, showing the Trustee as the insured party, with respect to the Real Property, together with an endorsement equivalent to ALTA 100 and an appropriate ALTA zoning endorsement, in an aggregate amount not less than \$_____, which policy or policies shall insure that the Corporation holds

good and marketable title to the Real Property and that the Trustee has a lien pursuant to the Deed of Trust on the Real Property, subject only to Permitted Encumbrances.

Section 3.4. Changes to the Project. The Corporation may make, authorize or permit changes to the Project as it may reasonably determine to be necessary or desirable; provided, however, that no change shall be made to the Project that would cause a material change in the scope, nature, or function of the Project, unless the Corporation files the following with the Trustee:

(a) an Officer's Certificate to the effect that the Project will, after such change, continue to constitute facilities authorized and permitted to be financed under the Act, and such change will not result in any property of the Corporation being used for any purpose prohibited by this Loan Agreement or otherwise result in the Corporation failing to comply with any provisions of this Loan Agreement; and

(b) an Opinion of Bond Counsel addressed to the Trustee and the Issuer to the effect that such change will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income taxation purposes.

Section 3.5. Enforcement of Contracts and Surety Bonds. In the event of a material default of any contractor or subcontractor under any construction contract or any other contract made in connection with the Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Corporation will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Corporation against the contractor or subcontractor in default and against any surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the Corporation of any amounts theretofore paid by the Corporation and not previously reimbursed to the Corporation for correcting or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be paid to the Trustee for deposit into the Project Fund if received before the date of completion of the Project, and otherwise for deposit into the Debt Service Fund.

ARTICLE IV

PAYMENT AND SECURITY PROVISIONS

Section 4.1. Loan Payments. The Corporation shall make the following payments ("Loan Payments") in repayment of the Loan and to provide for payment of the principal or redemption price of and interest on the Bonds, directly to the Trustee, in immediately available funds, for deposit in the Debt Service Fund, on the following dates, and otherwise as set out below:

(a) **Debt Service Fund-Interest:** On or before the ___ day of _____, _____, _____ and _____ of each year, beginning _____, 2015, or any other date that any payment of interest is required to be made in respect of the Bonds pursuant to the Indenture, and continuing until the Bonds are no longer outstanding, for deposit to the Debt Service Fund, an amount equal to one-half of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date or other date that interest is due.

(b) **Debt Service Fund-Scheduled Principal:** On or before the ___ day of _____, _____, _____ and _____ of each year, beginning _____, 2015 and continuing until the Bonds are no

longer outstanding, for deposit to the Debt Service Fund, an amount equal to one-fourth of the amount of principal that will become due on the Bonds on the next succeeding maturity date.

(c) ***Debt Service Fund-Redemption or Acceleration:*** On or before the date required by this Loan Agreement or the Indenture, the amount required to redeem Bonds then Outstanding if (1) the Corporation exercises its right to redeem Bonds under any provision of the Indenture or if any Bonds are required to be redeemed (other than pursuant to mandatory sinking fund redemption provisions) under any provision of the Indenture, or (2) the Bonds are accelerated due to an event of default under the Loan Agreement or the Indenture.

The Corporation shall receive a credit against its obligations to make the Loan Payments under this Section, and the obligation of the Corporation to make any such payment hereunder shall be deemed satisfied and discharged, as further provided in **Section 4.2** hereof.

If the Corporation fails to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Corporation until the amount in default shall have been fully paid, and the Corporation agrees to pay the same with interest thereon from the date when such payment was due until paid in full, at the rate of interest borne by the Bonds.

Section 4.2. Credits on Loan Payments. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Loan resulting from the payment or prepayment of Loan Payments from other sources:

(a) any moneys deposited by the Trustee or the Corporation in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of Bonds and any initial deposit made from the proceeds of the sale of any Bonds) shall be credited against the obligation of the Corporation to pay interest on the Loan as the same becomes due;

(b) any moneys deposited by the Trustee or the Corporation in the Debt Service Fund as principal shall be credited against the obligation of the Corporation to pay the principal of the Loan as the same becomes due in the order of maturity thereof, except that prepayments for purposes of making an optional deposit into the Debt Service Fund for the redemption of Bonds shall be applied to the principal corresponding to the maturities of the Bonds to be redeemed or purchased, delivered and cancelled from the proceeds of such optional deposit;

(c) the principal amount of any Bonds purchased by the Corporation and delivered to the Trustee, or purchased by the Trustee and cancelled, in accordance with the Indenture shall be credited against the obligation of the Corporation to pay principal on the Loan related to such Bonds so purchased; and

(d) the investment income accruing to the Debt Service Fund and the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the Corporation to pay interest or principal, as the case may be, as the same become due.

Section 4.3. [Reserved.]

Section 4.4. Additional Payments. The Corporation shall make the following additional payments to the following Persons:

(a) **Issuer Fees.** The Corporation shall pay to the Issuer upon demand all reasonable expenses, including attorneys fees, incurred by the Issuer in relation to the Bonds and the transactions contemplated by this Loan Agreement, the Indenture and any of the Financing Documents.

(b) **Trustee Fees and Professional Fees.** The Corporation shall pay to the Trustee, any Dissemination Agent, authenticating agents, paying agents, registrars, counsel, accountants, rebate analysts and other Persons when due, all reasonable fees, charges and expenses of such Persons for services rendered under the Indenture and under any of the Financing Documents and expenses incurred in the performance of such services under the Indenture and any of the Financing Documents for which such Persons are entitled to payment or reimbursement, including expenses of compliance with the Tax Compliance Agreement and the Continuing Disclosure Undertaking.

(c) **Advances By Trustee.** The Corporation shall pay to the Trustee the amount of all advances of funds made by the Trustee under the provisions of this Loan Agreement, the Indenture or the Tax Compliance Agreement, with interest thereon at the Prime Rate announced from time to time by the Trustee.

(d) **Arbitrage Rebate Payments.** The Corporation shall pay to the United States Government or the Trustee for deposit in the Rebate Fund, all rebate payments required under Section 148(f) of the Internal Revenue Code, to the extent such amounts are not available to the Trustee in the Rebate Fund held under the Indenture.

(e) **Costs of Enforcement.** In the event the Trustee employs attorneys or incurs other fees, charges and expenses for the collection of required payments or the enforcement of performance or observance of any obligation or agreement on the part of the Corporation contained in this Loan Agreement or the Indenture, the Corporation on demand therefor shall pay to the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Trustee. The Corporation also shall pay, and shall indemnify the Issuer and the Trustee and their respective members, directors, officers, employees and agents from and against, all costs, expenses and charges, including reasonable counsel fees and expenses, incurred for the collection of payments due or for the enforcement or performance or observance of any covenant or agreement of the Corporation under this Loan Agreement or under the Indenture or any other Financing Document.

(f) **Taxes and Assessments.** The Corporation shall pay all taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including property and other 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 any taxes based upon the capital and/or income of the Trustee or any other Person other than the Corporation; provided, however, that the Corporation shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, as the case may be, at the Corporation's expense, to protest and contest any such taxes or assessments assessed or 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 such withholding, protest, or contest would materially adversely affect the rights or interests of the Issuer or the Trustee.

(g) **Other Amounts Payable.** The Corporation shall pay to the Person or Persons entitled thereto, any other amounts which the Corporation has agreed to pay under this Loan Agreement or which the Corporation is required to pay under the Indenture.

Section 4.5. Prepayment of the Loan. The Corporation may prepay from time to time the amounts payable under this Loan Agreement in sums sufficient to redeem or to pay or cause to be paid all or part of the Bonds in accordance with the provisions of the Indenture. Upon written notice and direction by the Corporation to the Issuer to redeem Bonds subject to optional redemption under the Indenture, the Issuer shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the then Outstanding Bonds, as may be specified by the Corporation, on the date established for such redemption. Whenever any Bonds shall have been called for optional redemption under any provision of the Indenture, the Corporation shall deposit with the Trustee moneys in such amounts and at such times required to redeem such Bonds, including the principal, redemption premium, if any, and accrued interest thereon to the redemption date. The Corporation further agrees that in the event the payment of principal of and interest on the Loan is accelerated upon the occurrence of an event of default under this Loan Agreement, all Loan Payments payable for the remainder of the term of this Loan Agreement shall be accelerated and prepayment shall be made on the Loan in such amounts. Any such prepayments shall be deposited in the Debt Service Fund, and applied by the Trustee in accordance with the provisions of the Indenture.

Section 4.6. Obligations Absolute and Unconditional. The obligations of the Corporation under this Loan Agreement are general obligations of the Corporation, and the full faith and credit of the Corporation is pledged to the payment of all amounts due and payable by the Corporation under this Loan Agreement. The Corporation shall pay all such amounts due and payable under this Loan Agreement using any and all available resources of the Corporation, as necessary. The Corporation shall pay all Loan Payments and other payments due under this Loan Agreement and perform its obligations, covenants and agreements under this Loan Agreement, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment, discrimination or defense or any right of termination or cancellation arising from any circumstances whatsoever, and regardless of the invalidity of any portion of this Loan Agreement, and, to the extent permitted by law, the Corporation waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Corporation therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Corporation of any rights or claims the Corporation may have against the Issuer under this Loan Agreement or otherwise, but any recovery upon such rights or claims shall be had from the Issuer separately, it being the intent of this Loan Agreement that the Corporation shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the owners of the Bonds.

Section 4.7. Deed of Trust, Pledge and Assignment Under the Deed of Trust; Pledge of Unrestricted Revenues. To secure the payment of the Note and the performance of the duties and obligations of the Corporation under the Note and this Loan Agreement, the Corporation (a) pursuant to the Deed of Trust has encumbered, pledged and assigned to the Issuer and its successors and assigns, and has granted a security interest in, the Encumbered Property and (b) hereby pledges and assigns to the Issuer and its successors and assigns and grants a security interest in all Unrestricted Revenues of the Corporation.

The Corporation shall take all necessary action to maintain and preserve (1) the lien and security interest in the Encumbered Property granted by the Deed of Trust and (2) the security interest in

Unrestricted Revenues so long as any Bonds or the Note are Outstanding. The Corporation shall cause the Deed of Trust, this Loan Agreement and any financing statements in respect thereof to be promptly filed, registered and recorded in such manner and in such places as may be required by law in order to fully perfect and protect such lien and security interest and to preserve and protect the rights of the holders of the Bonds and the Trustee, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments that may be requested by the Trustee for such perfection and protection.

To the extent any of the property pledged and assigned under this Loan Agreement consists of property, rights or interests covered by the Uniform Commercial Code in each applicable jurisdiction, this Loan Agreement shall constitute a security agreement and is intended to create a security interest in such property in favor of the Trustee. During the continuance of any event of default under this Loan Agreement or any other document or instrument evidencing, securing or otherwise relating to the Indebtedness hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Uniform Commercial Code in each applicable jurisdiction. This Loan Agreement shall be self-operative with respect to such property, but the Corporation agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property.

Except to the extent it is exempt therefrom, the Corporation shall pay or cause to be paid all filing, registration and recording fees and all expenses incident to the preparation, execution and acknowledgment of such instruments of perfection, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Deed of Trust or this Loan Agreement and such instruments of perfection. In the event that the Corporation fails to execute any of such instruments within **10** days after demand to do so, the Corporation hereby makes, constitutes and irrevocably appoints the Trustee as its attorney-in-fact and in its name, place and stead so to do.

Notwithstanding the lien and security interest granted in the Encumbered Property pursuant to the Deed of Trust and the Unrestricted Revenues under this Loan Agreement, it is understood and agreed that so long as the Corporation makes when due and payable all Loan Payments, all payments of principal of and interest on Additional Obligations and all Additional Payments required by the Loan Agreement, including without limitation the payments described in **Sections 4.1** and **4.2** of this Loan Agreement, the Corporation shall be entitled to utilize the Encumbered Property and the Unrestricted Revenues for its proper corporate purposes.

So long as no default shall have occurred and be continuing under this Loan Agreement, the Issuer and the Trustee shall release, without the consent of any of the owners of the Bonds, any of the property subject to the lien and security interest of the Deed of Trust upon compliance with the requirements for such release contained in the Deed of Trust.

Upon the occurrence of an event of default under this Loan Agreement, all revenues pledged as security for the obligations of the Corporation under this Loan Agreement then on hand shall be transferred immediately to the Trustee, and all such revenues received thereafter shall immediately upon receipt, be transferred to the Trustee, and held for application pursuant to this Loan Agreement and the Indenture.

Unrestricted Revenues that consist of all accounts (as defined in the Uniform Commercial Code in effect in the applicable jurisdiction), all moneys due or to become due with respect thereto and all proceeds thereof (as defined in the Uniform Commercial Code in effect in the applicable jurisdiction) that have been or will be subjected to a Permitted Encumbrance described in clause (u) of the definition of Permitted Encumbrances in **Section 101** of the Indenture or that have been or will be sold or assigned by the Corporation to another Person, in accordance with the provisions of this Loan Agreement shall be excluded from, and not constitute a part of, the Trust Estate, and thus shall not be subject to the lien created by this Loan Agreement. All documents that may be filed or recorded to reflect or perfect the lien created by this Loan Agreement shall reflect the exclusion of such property from the Trust Estate. In addition, the Trustee shall execute and deliver any documents that the Corporation may reasonably request to reflect and evidence the exclusion of such property, in accordance with this Section, from the lien created by this Loan Agreement.

Section 4.8. Assignment of Issuer's Rights. Under the Indenture, the Issuer has pledged, assigned, transferred in trust and granted a security interest to the Trustee in all of the Issuer's rights, title and interest under this Loan Agreement (except for the Issuer's rights to payment of its fees and expenses and the Issuer's right to indemnification in certain circumstances and as otherwise expressly set forth in this Loan Agreement) as security for the Bonds, and such rights, title and interest may be exercised, protected and enforced for or on behalf of the owners of the Bonds in conformity with this Loan Agreement and the Indenture. The Trustee is hereby given the right to enforce, as assignee of the Issuer, the performance of the obligations of the Corporation under this Loan Agreement, and the Corporation hereby consents to the same and agrees that the Trustee may enforce such rights as provided in this Loan Agreement and in the Indenture. The Issuer and the Corporation recognize that the Trustee is a third party creditor-beneficiary of this Loan Agreement.

ARTICLE V

GENERAL COVENANTS AND PROVISIONS

Section 5.1. Corporate Existence and Tax-Exempt Status. Except as otherwise expressly provided in this Loan Agreement, the Corporation shall (a) preserve and keep in full force and effect its corporate or other separate legal existence, (b) remain qualified to do business and conduct its affairs in each jurisdiction where ownership of its Property or the conduct of its business or affairs requires such qualification, and (c) maintain its status as a Tax-Exempt Organization.

Section 5.2. Maintenance and Use of Property. The Corporation shall cause all of its Property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and in as safe condition as its operations will permit and shall make all repairs, renewals, replacements and improvements thereof necessary for the efficient conduct of its business and operations, and shall, during the term of the Bonds, operate the Facilities as a "hospital." Nothing in this Section shall obligate the Corporation to preserve, repair, renew or replace any Property no longer used or no longer useful in the conduct of its business, or prevent the Corporation from discontinuing the operation of any of its Property or from removing or demolishing any building or buildings, if in its judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its governing board) such discontinuance is desirable in the conduct of its business. The Corporation may make additions, alterations and changes to its Property so long as such additions, alterations and changes are made in compliance with the provisions of this Loan Agreement

and will not result in a violation of the provisions of this Loan Agreement, and the Corporation may dispose of any Property as permitted by this Loan Agreement.

Subject to the provisions of this Article, the Corporation shall have the right to use its Property for any purpose allowed by law and contemplated by the Act. Except as provided in this Loan Agreement, the Issuer reserves no power or authority with respect to the operation of the Property by the Corporation and activities incident thereto, it being the intention of the parties to this Loan Agreement that so long as the Corporation shall duly and faithfully observe and perform all of the terms, covenants, provisions and agreements of this Loan Agreement, the Corporation shall manage, administer and govern the Property of the Corporation in its activities and affairs on a continuing day-to-day basis.

The Corporation agrees that it will not use or permit the use of any of the properties financed or refinanced, or for which it is reimbursed, in whole or in part, out of the proceeds of the Bonds (a) for sectarian instruction or study or as a place of religious worship or in connection with any part of a program of a school or department of divinity of or for any religious denomination or for the training of ministers, priests, rabbis or other similar persons in the field of religion, or (b) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State of Nebraska and the decisions of the Nebraska Supreme Court interpreting the same.

Section 5.2A. Changes to the Property. The Corporation may make, authorize or permit such changes to the Property as it may reasonably determine to be necessary or desirable; provided, however, that no such change shall be made to the Property that would cause a material change in the scope, nature, or function of the Facilities, unless the Corporation files the following with the Trustee:

(a) an Officer's Certificate to the effect that the Property will, after such change, continue to constitute facilities authorized and permitted to be financed under the Act, and such change will not result in any property of the Corporation being used for any purpose prohibited by this Loan Agreement or otherwise result in the Corporation failing to comply with any provisions of this Loan Agreement; and

(b) an Opinion of Bond Counsel addressed to the Trustee and the Issuer to the effect that such change or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income taxation purposes.

Section 5.3. Compliance With Laws and Regulations. The Corporation shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the ownership of its Property, including without limitation environmental laws, orders or regulations; provided, however, that nothing contained in this Loan Agreement shall require the Corporation to comply with, observe and conform to any such law, order, regulation or requirement of any governmental authority so long as the validity thereof shall be contested by the Corporation in good faith by appropriate proceedings, provided that the Corporation shall have set aside on its books adequate reserves with respect to such contest and such contest shall not materially impair the ability of the Corporation to meet its obligations under this Loan Agreement.

Section 5.4. Payment of Taxes and Other Charges. The Corporation shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully

levied or assessed or imposed upon the Corporation or its Property or any part thereof or upon any income therefrom; provided, however, that the Corporation shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and the Corporation shall have established and shall maintain adequate reserves on its books for the payment of the same.

Section 5.5. Liens and Encumbrances. The Corporation shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Encumbered Property except Permitted Encumbrances, and shall promptly discharge or terminate all mortgages, liens, security interests, charges and encumbrances on the Encumbered Property that are not Permitted Encumbrances. The Corporation shall comply with all terms, covenants and provisions contained in any lien or security interest existing upon its Property or any part thereof or securing any of its Indebtedness unless the validity, amount or collectability thereof is being contested in good faith or the failure to comply or contest would not materially impair its ability to pay its Indebtedness when due nor subject a material amount of the Property of the Corporation to loss or forfeiture.

Section 5.6. Licenses and Permits. The Corporation shall procure and maintain all licenses, permits and accreditations necessary or desirable in the operation of its business, programs and facilities and will use its best efforts to maintain the status of its Facilities (other than those not currently having such status) as a provider of services eligible for payment or reimbursement under those third-party payment programs which the governing board of the Corporation determines are appropriate; provided, however, that the Corporation shall not be required to procure or maintain in effect any permit, license or accreditation that the governing board of the Corporation determines in good faith, is not in the best interests of the Corporation, is no longer necessary or desirable in the conduct of its business and the lack of which will not materially impair the ability of the Corporation to perform its obligations under this Loan Agreement.

Section 5.7. Indemnity. The Corporation shall pay and indemnify and save the Issuer and the Trustee and their respective members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense (including, without limitation, reasonable attorneys fees and expenses) arising out of the issuance of the Bonds and the execution of this Loan Agreement and the other Financing Documents, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any Property of the Corporation, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about such Property. The Corporation shall also pay and indemnify and save the Issuer and the Trustee and their respective members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Issuer or the Trustee or their respective members, directors, officers, employees or agents by reason of any such claim or demand, the Corporation, upon notice from the Issuer or the Trustee, covenants to resist and defend such action or proceeding on demand of the Issuer or the Trustee or their respective members, directors, officers, employees or agents. If the Corporation fails to employ counsel or such counsel shall fail to actively defend such actions or protect the Issuer or the Trustee, or both, the Issuer and the Trustee may employ counsel at the expense of the Corporation to defend such action. Notwithstanding the foregoing, neither the Issuer nor the Trustee nor their respective members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own negligent, willful and malicious acts or omissions or negligent,

willful and malicious acts or omissions of their own members, directors, officers, employees or agents. The Corporation shall also pay and indemnify the Issuer and the Trustee from and against, all fees, costs, expenses and charges, including reasonable counsel fees and expenses, incurred after default of the Corporation in enforcing any covenant or agreement of the Corporation contained in this Loan Agreement, the Indenture or the other Financing Documents.

Section 5.8. Insurance. The Corporation agrees to keep, or cause to be kept, the Facilities and the Corporation insured with responsible insurers authorized to do business in the State of Nebraska against such risks of physical loss, damage or destruction as are customarily insured against by persons owning or operating similar properties and engaged in similar enterprises and at least in the following amounts:

(a) Insurance against fire, theft and extended coverage risks with vandalism and malicious mischief endorsements in an amount not less than the full insurable value thereof (i.e., the actual replacement cost, without allowance for depreciation, excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items and excluding the value of the Real Property), as determined from time to time but not less often than once every three years by a qualified independent architect, engineer, appraisal company or insurance company selected by the Corporation, subject to deductible amounts not in excess of \$5,000, provided that in no event shall the amount of such coverage as maintained with respect to the Facilities be less than the amount which would be required to pay or redeem all Bonds outstanding under the Indenture;

(b) Builders' risk or other equivalent insurance during construction of any additions or improvements to the Facilities, for which such coverage is customarily carried, equal to the completed value on an all-risk basis subject to a deductible amount not in excess of \$2,500;

(c) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Facilities (or any other property owned or operated by the Corporation) with limits of not less than \$1,000,000 for bodily injury or death and \$100,000 for damage to property with respect to injuries, death or damage rising out of a single occurrence, not less than \$1,000,000 for bodily injury or death and \$100,000 for damage to property in the aggregate for all claims made against the Corporation in any policy year and excess insurance with limits of not less than \$1,000,000 for claims exceeding limits of primary coverage in any policy year; such general public liability insurance may be subject to a deductible amount not in excess of \$100,000;

(d) Worker's compensation coverage as required by the laws of the State of Nebraska; and

(e) Liability insurance (which may be either primary coverage or excess coverage applicable to general public liability and professional liability as described in this subsection (e)) covering the operation of the Facilities (and any other health care facility or service owned, operated or managed by the Corporation), including malpractice, against claims arising from professional or other health care services performed in the Facilities or by the Corporation, including claims arising out of or occurring during examination, diagnosis, treatment or care of any patient with limits of not less than \$1,000,000 with respect to injuries or death arising out of a single occurrence and not less than \$1,000,000 in the aggregate for all claims made against the Corporation in any policy year.

Any insurance required above may be combined and carried under a blanket policy or combined with any other insurance carried by the Corporation. The Corporation shall not be in default under the requirements of this **Section 5.8** in the event that it is unable to obtain insurance coverage as required

under **Section 5.8(c)** and **(e)**, so long as Corporation furnishes to the Trustee a report of a recognized insurance consultant, acceptable to Trustee, stating that such insurance in the minimum amounts required is not generally available to health care facilities similar to those operated by Corporation and setting forth the recommendations of such consultant as to such lesser amount of insurance coverage as may be obtainable or such program of self-insurance, including funding of appropriate reserves, as such consultant deems advisable and the Corporation demonstrates to the satisfaction of the Trustee that the Corporation is proceeding in accordance with the recommendations of such insurance consultant.

The Corporation shall furnish or cause to be furnished to the Trustee (1) certificates of the insurer or its agent showing the amount and type of insurance then in effect that is required to be carried under this **Section 5.8** and (2) as to any renewal, replacement or extensions of any such insurance, certificates or renewal, replacement or extension not less than 30 days prior to the expiration of any policy of insurance renewed, replaced or extended. Each policy of insurance required by this Section shall provide for not less than 30 days notice to the Corporation and the Trustee before such policy may be cancelled.

Section 5.9. Damage, Destruction and Condemnation. In the event of damage to or destruction of any Encumbered Property resulting from fire or other casualty, or in the event any of the Real Property or Personal Property is condemned or taken for any public or quasi-public use or title thereto is found to be deficient, the Net Proceeds of such damage, destruction or condemnation, if such Net Proceeds do not exceed \$250,000, shall be paid directly to the Corporation, and the Corporation agrees that, to the extent permitted by law, it will forthwith replace, repair, reconstruct or restore such property to substantially the same or an improved condition or utility value as existed prior to the event affecting such property and will to the extent necessary apply such Net Proceeds received by the Corporation to the payment or reimbursement of the costs of such replacement, repair, reconstruction or restoration. Any remaining balance not required for said purpose shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay the next successive principal payments on the Bonds or Additional Obligations as they become due or to redeem Bonds or Additional Obligations on the earliest permissible date.

In the event such Net Proceeds related to the Encumbered Property exceed \$250,000, the Corporation agrees to promptly notify the Issuer and the Trustee of such event. The Corporation agrees that if the Net Proceeds exceeds \$250,000, such Net Proceeds shall be paid directly to the Trustee and the Corporation shall, within 90 days after such Net Proceeds are deposited with the Trustee, elect in an Officer's Certificate delivered to the Trustee one of the following two options:

(a) **Option A-Replacement, Repair, Reconstruction or Restoration.** The Corporation may elect to use all or part of such Net Proceeds to replace, repair, reconstruct or restore the affected Encumbered Property. In such event the Corporation shall proceed forthwith to replace, repair, reconstruct or restore the affected Encumbered Property to substantially the same condition or utility value as existed prior to the event affecting such Encumbered Property and will apply the Net Proceeds received by the Corporation from the Trustee to the payment or reimbursement of the costs of such replacement, repair, reconstruction or restoration. So long as the Corporation is not in default under this Loan Agreement, any such Net Proceeds received by the Trustee with respect to the Encumbered Property shall be deposited in a separate account to be established in the Project Fund and so long as the Corporation is not in default under this Loan Agreement, the Corporation shall have the right to receive such Net Proceeds from the Trustee from time to time upon the receipt by the Trustee of written requests of the Corporation Representative specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction or restoration and stating that such Net Proceeds,

together with any other moneys legally available for such purposes, will be sufficient to complete such replacement, repair, reconstruction or restoration. In the event the Corporation shall elect this Option A, the Corporation shall complete the replacement, repair, reconstruction or restoration of such Encumbered Property, whether or not such Net Proceeds received by the Corporation for such purposes are sufficient to pay for the same. Upon completion of such replacement, repair, reconstruction or restoration the Corporation shall provide an Officer's Certificate to that effect to the Trustee and thereupon any excess moneys from the Net Proceeds of such insurance over and above the costs of such replacement, repair, reconstruction or restoration shall be applied by the Trustee to pay the next successive principal payments on the Bonds or Additional Obligations as they become due or to redeem Bonds or Additional Obligations on the earliest permissible date as directed by the Corporation. If the Corporation elects to use only part of such Net Proceeds for replacements, repairs, reconstruction or restoration of such Encumbered Property, then the remaining part of such Net Proceeds shall be applied to the prepayment of the Bonds or Additional Obligations and in such event the Officer's Certificate delivered to the Trustee shall direct the Trustee to apply such moneys when and if received to pay the next successive principal payments on the Bonds or Additional Obligations as they become due or to redeem Bonds or Additional Obligations on the earliest permissible date as directed by the Corporation.

(b) ***Option B-Prepayment of Bonds or Additional Obligations.*** The Corporation may elect to have all or part of such Net Proceeds applied to the prepayment of the Bonds or Additional Obligations; provided that the Corporation includes in an Officer's Certificate delivered to the Trustee a statement that the property damaged or destroyed or the property condemned or the property interest lost because of a title defect, as the case may be, was not essential to the use of the Encumbered Property as a complete and operational facility. In such event the Officer's Certificate delivered to the Trustee shall direct the Trustee to apply such Net Proceeds or a specified portion thereof, when and as received, to pay the next successive principal payments on the Bonds or Additional Obligations as they become due or to redeem Bonds or Additional Obligations on the earliest permissible date as directed by the Corporation. If only part of such Net Proceeds is applied to the prepayment of the Bonds or Additional Obligations, then the remaining part of such Net Proceeds shall be applied as provided under Option A above.

Section 5.10. Financial Statements and Other Information. The Corporation shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Corporation in accordance with generally accepted accounting principles. The Corporation shall furnish to the Trustee and the Original Purchaser, the following:

(a) ***Annual Financial Statements.*** As soon as practicable after they are available but in no event more than 120 days after the last day of each fiscal year, the audit report and audited financial statements of the Corporation for such fiscal year certified by the Corporation's independent certified public accountants, covering the operations of the Corporation for such fiscal year and containing a statement of financial position as of the end of such fiscal year, a statement of operations and changes in net assets, and a statement of cash flows for such fiscal year, showing in each case in comparative form the financial figures for the preceding fiscal year.

(b) ***Auditor's Compliance Certificate.*** At the time of delivery of the audit report referred to in subsection (a) above, a separate written certificate of the accountants preparing such report (1) stating that such accountants have, during the course of the audit, obtained no knowledge of any default by the

Corporation in the fulfillment of any of the covenants, provisions or conditions of this Loan Agreement, or if such accountants shall have obtained knowledge of any such default or defaults, they shall disclose in such statement the default or defaults and the nature thereof, and (2) setting forth the Corporation's Historical Debt Service Coverage Ratio for the preceding fiscal year calculated on the basis of said audited financial statements.

The Corporation shall at any and all reasonable times, upon the written request of the Issuer, the Trustee or the Original Purchaser and at the expense of the Corporation, permit the Issuer, the Trustee or the Original Purchaser by their representatives to enter and inspect the properties, books of account, records, reports and other papers of the Corporation, except donor records, patient records, personnel records and any other confidential records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Corporation shall furnish to the Issuer, the Trustee or the Original Purchaser any and all information concerning the Corporation as the Issuer, the Trustee or the Original Purchaser may reasonably request, at the expense of the requesting party, including statistical and other operating information requested on a periodic basis, in order to enable the requesting party to make any reports required by law, governmental regulations or the Indenture in connection with any Bonds and to determine whether the covenants, terms and provisions of this Loan Agreement have been complied with by the Corporation.

Nothing in this Loan Agreement shall require the Corporation to permit access to or make information available concerning any individual patient or other person served by the Corporation and its Facilities and the obligation to provide information to the Trustee or the Issuer shall be subject to the obligations of the Corporation to safeguard the privacy of individually identifiable health information under the privacy requirements of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d et seq. and other applicable State and federal laws.

Section 5.10A. Sale, Lease or Other Disposition of Property. The Corporation shall not in any fiscal year, sell, lease or otherwise transfer or dispose of its Property in an amount which aggregates in excess of 10% of the total value of the Property of the Corporation (calculated on the basis of the Book Value or, if the Corporation so elects, on the basis of Current Value as stated in the most recent audited financial statements of the Corporation), except for transfers of Property as follows, subject, however, to the provisions of the Deed of Trust as applicable:

- (a) The Corporation may transfer Property to any Person in the ordinary course of business.
- (b) The Corporation may transfer Property to any Person for fair and adequate consideration on terms no less favorable to the Corporation than would be obtained in a comparable arm's-length transaction.
- (c) The Corporation may transfer Property to any Person, if in the reasonable judgment of the Corporation, such Property has, or within the next succeeding 24 calendar months is reasonably expected to, become inadequate, obsolete or worn out, or otherwise unsuitable, unprofitable, undesirable or unnecessary for the operation of the Corporation's primary business.
- (d) The Corporation may transfer Property to any Person, if such Property consists solely of assets which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payment on Long-Term Indebtedness of the Corporation.

(e) The Corporation may transfer Property to any Person if the Property to be transferred is not essential to the Corporation's primary business operation, and the proceeds of such transfer are used to acquire additional facilities, to repay the principal of Long-Term Indebtedness of the Corporation, or otherwise used in a productive manner to the benefit of the Corporation's operations.

(f) The Corporation may transfer Property as part of a consolidation, merger, conveyance or transfer permitted by **Section 5.11** of this Loan Agreement.

(g) The Corporation may transfer Property as a loan to any Person provided that such loan is evidenced in writing, such loan bears interest at a reasonable interest rate, and the Trustee receives an Officer's Certificate stating that there is a reasonable expectation that such loan will be repaid in accordance with its terms and that such would not result in a reduction of the level of unrestricted cash and liquid investments of the Corporation below 30 day's operating expenses.

(h) The Corporation may transfer Property to any Person, provided that prior to such transfer there is delivered to the Trustee any one of the following:

(1) an Officer's Certificate stating that, immediately after the proposed disposition (A) the Corporation could meet the conditions described in **Section 6.3(a)** of this Loan Agreement for the incurrence of one dollar of additional Long-Term Indebtedness, and (B) the Unrestricted Net Assets of the Corporation will be equal to at least 90% of the Unrestricted Net Assets of the Corporation immediately prior to the disposition; or

(2) an Officer's Certificate stating that, the Historical Debt Service Coverage Ratio for the most recent fiscal year for which audited financial statements of the Corporation are available, after taking into account the effect of such disposition, would not be less than 2.00:1.00; or

(3) an Officer's Certificate stating that the Historical Debt Service Coverage Ratio for the most recent fiscal year for which financial statements of the Corporation are available, after taking into account the effect of such disposition, (A) would not be reduced by more than 20%, and (B) would not be less than 1.50:1.00; or

(4) a Consultant's Report stating that the Projected Debt Service Coverage Ratio for each of the two fiscal years immediately following the date of such report, after taking into account such disposition, (A) would not be reduced by more than 20% from the Projected Debt Service Coverage Ratio which would have been estimated or forecasted if it were assumed such disposition did not occur, and (B) would not be less than 1.50:1.00.

(i) Notwithstanding any other provision of this Loan Agreement, the Corporation may transfer an amount not to exceed \$2,500,000 to an affiliate of the Corporation to pay a portion of the costs of constructing an assisted living and memory care facility.

Any such transferred Property that is subject to the lien or security interest of the Deed of Trust shall remain subject to such lien or security interest unless released pursuant to the provisions of the Deed of Trust. The provisions of this Section need not be met if the transfer is otherwise permitted by the Deed of Trust or the Loan Agreement.

Section 5.11. Consolidation, Merger, Conveyance or Transfer of Property. The Corporation shall not consolidate with or merge into any other Person or convey or transfer its Property substantially as an entirety to any Person, unless the following conditions are met:

(a) such merger, consolidation, conveyance or transfer is on such terms as shall fully preserve the lien and security of the Indenture and this Loan Agreement and the rights and powers of the Trustee and the owners of the Bonds under the Indenture and this Loan Agreement;

(b) the Person formed by such consolidation or into which the Corporation is merged or the Person which acquires by conveyance or transfer the Corporation's Property substantially as an entirety is a corporation or other legal entity organized and existing under the laws of the United States of America or any state thereof, is a "hospital" within the meaning of the Act authorized to conduct business in the State of Nebraska, is a Tax-Exempt Organization, and shall execute and deliver to the Trustee a written instrument in form satisfactory to the Trustee, containing an assumption by such successor of the due and punctual payment of the principal of (and premium, if any) and interest on the Loan and the performance and observance of every covenant and condition of this Loan Agreement to be performed or observed by the Corporation;

(c) the Trustee receives an Officer's Certificate stating that, immediately after giving effect to such transaction, (1) no event of default hereunder shall have occurred and be continuing, (2) the successor or transferee shall possess such permits, licenses and accreditations to operate such Property as may be required if it is to operate such Property, (3) the Corporation could meet the conditions described in **Section 6.2(a)** of this Loan Agreement for the incurrence of one dollar of additional Long-Term Indebtedness, and (4) the Unrestricted Net Assets of the successor or transferee will be equal to at least 90% of the Unrestricted Net Assets of the Corporation immediately prior to such transaction;

(d) the Trustee and the Issuer receive an Opinion of Counsel to the effect that (1) such consolidation, merger, conveyance or transfer complies with this Section and all conditions precedent herein provided for relating to such transaction have been complied with, (2) such transaction will not adversely affect the status of the successor or transferee as a Tax-Exempt Organization, and (3) the successor or transferee is liable on the Loan, as if such Loan were originally made to such Person; and

(e) the Trustee and the Issuer receive an Opinion of Bond Counsel to the effect that under then existing law the consummation of such consolidation, merger, conveyance, or transfer would not adversely affect the exclusion of the interest payable on such Bonds from gross income under the Internal Revenue Code.

Upon any consolidation or merger or any conveyance or transfer of the Corporation's Property substantially as an entirety in accordance with this Section, the successor corporation or other entity formed by such consolidation or into which the Corporation is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Corporation under this Loan Agreement with the same effect as if such successor corporation or other entity had been named as the Corporation herein.

Section 5.12. Rate Covenant. The Corporation shall set and maintain rates, fees and charges for its Facilities and services such that the Historical Debt Service Coverage Ratio in each fiscal year will not be less than 1.25. If the Historical Debt Service Coverage Ratio, as calculated at the end of any fiscal year and stated in the accountant's certificate delivered pursuant to **Section 5.10** of this Loan Agreement, is less than 1.25, the Corporation covenants and agrees that within 60 days of such determination it will

deliver a Consultant's Report to the Bond Trustee setting forth recommendations for increasing the Historical Debt Service Coverage Ratio for subsequent fiscal years to at least 1.25; provided, however, that in the event that such Consultant's Report shall state that federal, state or other applicable governmental laws or regulations (or interpretations thereof) placing restrictions and limitations on the rates, fees and charges to be fixed, charged and collected by the Corporation for the use of or the services furnished by the Corporation then in existence do not permit or by their application make it impracticable for the Corporation to produce the required Historical Debt Service Coverage Ratio of 1.25, then the required Historical Debt Service Coverage Ratio shall be reduced to the highest practicable ratio permitted, as set forth in such Consultant's Report, by such laws and regulations then in effect, but in no event less than 1.00. The Corporation agrees that it will, to the extent feasible, follow the recommendations of the Consultant's Report. So long as the Corporation shall follow the recommendations of such Consultant's Report to the extent feasible, and so long as the Historical Debt Service Coverage Ratio for each fiscal year is in no event less than 1.00, this Section shall be deemed to have been complied with for such fiscal year even if the Historical Debt Service Coverage Ratio is below 1.25 and will not constitute an event of default under this Loan Agreement.

Section 5.13. Days Cash on Hand. The Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) shall maintain 30 Days' Cash on Hand (herein defined) as reported in the Corporation's audited consolidated financial statements provided to the Trustee in connection with the delivery of the Annual Report pursuant to the Continuing Disclosure Undertaking. "**Days Cash on Hand**" shall mean (a) cash and unrestricted investments, as shown on the financial statements at fiscal year end, divided by (b) the quotient of total operating expenses (excluding depreciation and amortization), as shown on the financial statements for such fiscal year, divided by 365.

Section 5.13A. Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) Except as otherwise disclosed in writing to the Original Purchaser, there has not, at any time during the Corporation's ownership of the Encumbered Property, nor at any time prior to the Corporation's ownership of the Encumbered Property, been any "release" (as defined in 42 U.S.C. Section 9601(22)) or threat of a "release" by the Corporation or any third party of any Hazardous Substances on, about or near the Encumbered Property (including adjacent or nearby properties) which to the Corporation's knowledge could have come to be located upon the Encumbered Property or in the water or the groundwater thereon or thereunder, (1) except in the ordinary course of the operation of the Corporation's business and in compliance with all Environmental Laws, no part of the Encumbered Property is or has been used at any time during the Corporation's ownership of the Encumbered Property nor at any time prior to the Corporation's ownership of the Encumbered Property for any handling, treatment, storage, refining or disposal of any Hazardous Substances, (2) no part of the Encumbered Property is or has been at any time during the Corporation's ownership of the Encumbered Property, nor at any time prior to the Corporation's ownership of the Encumbered Property, a "facility" (as defined in 42 U.S.C. Section 9601(9)(B)), (3) there are not now, nor has there been during the Corporation's ownership of the Encumbered Property, nor at any time prior to the Corporation's ownership of the Encumbered Property, any underground storage tanks located in or on any of the Encumbered Property which are not in compliance with all Environmental Laws, (4) no asbestos or asbestos-containing materials are located in or have been installed, used, incorporated into or disposed of on or about the Encumbered Property except to the extent conforming with all Environmental Laws, (5) there are no conditions on or about the Encumbered Property which are violative of any Environmental Laws, and (6) no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on or about or allegedly on or about the Encumbered Property for any injuries suffered or incurred or allegedly suffered or incurred by reason of any of the foregoing.

(b) The Corporation will provide the Issuer, the Trustee and the Original Purchaser with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Corporation to any federal, state or local or other agencies or authorities or which are received by the Corporation from any federal, state or local or other agencies or authorities with respect to the Encumbered Property. Such copies shall be sent to the Issuer, the Trustee and the Original Purchaser concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are received by the Corporation.

(c) The Corporation warrants and represents that no emergency and hazardous chemical inventory forms (hereinafter "**Environmental Notices**") that relate to the Encumbered Property have been previously given by the Corporation to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*, or any other Environmental Laws. The Corporation will provide the Issuer, the Trustee and the Original Purchaser with copies of all Environmental Notices that relate to the Encumbered Property subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the Issuer, the Trustee and the Original Purchaser concurrently with their being mailed to any such governmental authority or agency.

(d) The Corporation will comply with and operate and at all times use, keep and maintain the Encumbered Property and every part thereof (whether or not such property constitutes a facility, as defined in CERCLA) in conformance with all Environmental Laws. Without limiting the generality of

the foregoing, the Corporation will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Encumbered Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Corporation's business and in compliance with all Environmental Laws.

(e) The Corporation agrees to indemnify, protect and hold harmless the Issuer and the Trustee from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from (1) any release (as defined above) or threat of a release, actual or alleged, of any Hazardous Substances, upon or about the Encumbered Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Encumbered Property, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as the result of any act, omission, negligence or misconduct of the Corporation or any third party or otherwise, (2)(A) any violation (actual or alleged) now existing of, or any other liability under or in connection with, any Environmental Laws relating to affecting the Encumbered Property, or (B) any now-existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any Environmental Laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Encumbered Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or is asserted or occurs or arises hereafter and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Corporation or any third party or otherwise, (3) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances now or hereafter on or about or allegedly on or about the Encumbered Property, or (4) any breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. This subsection shall survive any termination of the Deed of Trust.

(f) If an Event of Default has occurred or an event has occurred which, with the passage of time, could become an Event of Default if left uncured, the Trustee and its agents and independent contractors shall thereupon and thereafter have complete and unlimited access to the Corporation's property and may conduct, or have conducted, such environmental investigation and/or remediation (including but not limited to the taking of soil borings and establishment of groundwater sampling and monitoring wells, and laboratory and field analysis) with respect to such property as the Trustee in its sole and absolute discretion deems warranted, all at the Corporation's expense. The grant of access contained in this paragraph is in addition to and shall not be construed to limit any other rights of access granted in the Loan Agreement. The right granted in this paragraph to conduct environmental investigation and/or remediation is not and shall not be construed as an obligation on the part of the Trustee to perform or cause any environmental investigation or remediation whatsoever.

(g) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, rule, regulation or court order pertaining to (a) environmental protection, regulation, contamination or clean-up, (b) toxic waste, (c) underground storage tanks, (d) asbestos or asbestos-containing materials, or (e) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and The Resources Conservation and Recovery Act, all as exist from time to time.

“Hazardous Substances” means all (a) hazardous substances (as defined in 42 U.S.C. Section 9601(14)), (b) chemicals subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (c) natural gas liquids, liquefied natural gas or synthetic gas, (d) any petroleum, petroleum-based products or crude oil or any fraction, or (e) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

Section 5.14. Tax Covenants. The Corporation covenants and agrees that it will not take any action or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds and will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The Corporation covenants that it shall comply with the Tax Compliance Agreement and shall pay or provide for payment to the United States Government or the Trustee, all rebate payments required under Section 148(f) of the Internal Revenue Code and the Tax Compliance Agreement, to the extent such amounts are not available to the Trustee in the Rebate Fund held under the Indenture. This covenant shall survive payment in full or defeasance of the Bonds.

Section 5.15. Continuing Disclosure. The Corporation hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Corporation acknowledges that the Corporation is the only “obligated person” with responsibility for continuing disclosure under the Continuing Disclosure Undertaking, and the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Section, and has no liability to any person, including any Beneficial Owner of the Bonds, with respect to SEC Rule 15c2-12. Notwithstanding any other provision of this Loan Agreement, failure of the Corporation to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under this Loan Agreement; however, the Dissemination Agent may (and, at the request of any Participating Underwriter or the owners of at least 25% aggregate principal amount in Outstanding Bonds, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Corporation to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes and “Dissemination Agent” and “Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Undertaking.

Section 5.16. Assignment by the Corporation. The Corporation shall not assign this Loan Agreement, as a whole or in part, without the prior written consent of the Issuer and the Trustee unless such assignment is pursuant to a merger, consolidation or transfer of the Corporation’s property substantially as an entirety permitted under this Loan Agreement, or unless the following conditions are met:

(a) No assignment shall relieve the Corporation from primary liability for any of its obligations under this Loan Agreement, and in the event of any such assignment, the Corporation shall continue to remain primarily liable for payment of the amounts specified in this Loan Agreement and the performance and observance of the other agreements to be performed and observed by the Corporation under this Loan Agreement to the same extent as though no assignment had been made.

(b) The assignee shall assume the obligations of the Corporation under this Loan Agreement to the extent of the interest assigned.

(c) The Trustee and the Issuer shall have received an Opinion of Bond Counsel, in form and substance satisfactory to the Trustee and the Issuer, to the effect that under then existing law the consummation of such assignment would not adversely affect the exclusion of the interest payable on the Bonds from gross income under the Internal Revenue Code.

(d) The Corporation shall give prior written notice of such assignment to the Issuer and the Trustee, and, within 30 days after the delivery thereof, shall furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each assignment and assumption of obligations and an Opinion of Counsel that such assignment is permitted by and in compliance with the provisions of this Loan Agreement.

Section 5.17. Covenants under Other Financing Documents. During the term of this Loan Agreement, the Corporation covenants and agrees that it shall perform or cause to be performed all covenants and agreements required on the part of the Corporation under the Indenture and any other Financing Documents, and shall deliver to the Trustee all reports, opinions and other documents required by the Indenture and all other Financing Documents to be submitted to the Trustee at the times required by the Indenture and all other Financing Documents.

Section 5.18. Statement as to Compliance. The Corporation shall deliver to the Issuer and the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate in substantially the form attached hereto as **Exhibit C**.

ARTICLE VI

PERMITTED INDEBTEDNESS

Section 6.1. Additional Obligations. The Corporation may issue or incur Additional Obligations for any proper corporate purpose if prior to the issuance and delivery of any Additional Obligations, and as a condition precedent thereto, the following documents and showings shall be executed and delivered to the Trustee:

(a) A loan agreement or other debt instrument, executed by the Corporation and the lender, specifying, among other things, the principal amount, rate of interest, maturity, terms of optional prepayment, if any, and form of any Additional Obligations.

(b) An Officer's Certificate (1) stating that no event of default under this Loan Agreement has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an event of default, and (2) stating the purpose or purposes for which such Additional Obligations are being issued and the classification of the Indebtedness under **Section 6.2** of this Loan Agreement and accompanied by the certificates, reports or opinions demonstrating compliance with the applicable tests set forth in **Section 6.2** of this Loan Agreement.

(c) At the option of the Corporation, a supplement to the Deed of Trust extending the lien thereof to any new property and/or any Additional Project being financed by such Additional Obligations,

which supplement to the Deed of Trust shall provide that the Additional Obligations to be issued shall be secured by the Deed of Trust as so supplemented equally and ratably with the Note and any Additional Obligations then outstanding and shall contain such other provisions as the Trustee deems necessary.

(d) Such other certificates, title insurance policies, endorsements or reports, financing statements, financial statements and opinions as the Trustee may reasonably request.

Such Additional Obligations shall, at the option of the Corporation, have a lien on and security interest in the Encumbered Property under the Deed of Trust standing on a parity with the security interest granted to the Issuer by this Loan Agreement and lien and security interest granted by the Deed of Trust, provided that (1) any property for which any lien or security interest therein is granted by the Corporation to secure the Additional Obligation shall also be made a part of the Encumbered Property under the Deed of Trust securing this Loan Agreement and the Note, and (2) any lien or security interest under the Deed of Trust granted to secure such Additional Obligations provides that all amounts realized from such security interest or lien and security shall be paid to the Trustee for disposition in accordance with **Section 706** of the Indenture. The owners of the Bonds shall not have a security interest in or other rights to or be entitled to share on a parity with the owners of the Additional Obligations in any Debt Service Reserve Fund established therefor. Such Additional Obligations may be further secured in any manner not inconsistent with the provisions and intent of the Indenture or this Loan Agreement.

In the event that the Corporation shall propose to secure any such Additional Obligation by a pledge, lien, mortgage or other security interest as described above, the Issuer, the Trustee and the Corporation shall take, or shall cause to be taken, such actions (including entering into a Supplemental Loan Agreement or Supplemental Indenture or an amendment or supplement to the Deed of Trust) and execute, deliver, file and record such instruments of security as their respective counsel agree to be necessary or appropriate to grant to and/or otherwise secure for the owner or owners of the Additional Obligation a lien and security interest in the Encumbered Property under the Deed of Trust, equivalent to that of the Trustee, and the Corporation shall as a condition of securing such Additional Obligation execute, deliver, file and record, and cause to be executed, delivered, filed and recorded by such owner or owners, such documents as counsel for the Trustee and the Corporation agree to be necessary or appropriate to grant to and/or otherwise secure for the Trustee a pledge of and a security interest in any security granted to the owner or owners of the Additional Obligation and not theretofore granted to the Trustee equivalent to the interest granted to such owner or owners of such Additional Obligation, to the end that all such outstanding secured Additional Obligations and all outstanding Notes shall be of equal rank and be entitled to share pari passu in such security.

Any default under any instrument or agreement providing for repayment of any Additional Obligation secured on a parity with the Note as provided in this Section shall be a default under this Loan Agreement and there shall be included in any instrument or agreement providing for repayment of such Additional Obligation a provision that any default under this Loan Agreement shall be a default under such instrument or agreement. Any action which cures a default under any such instrument or agreement shall also cure such default under this Loan Agreement. Unless otherwise agreed to by the Trustee, the Trustee shall act as trustee under any instrument securing any such Additional Obligation. Any instrument or agreement providing for repayment of such Additional Obligation shall include a provision that, prior to exercising any remedies upon a default by the Corporation under such instrument or agreement, the Trustee (or the owners thereof, if the Trustee otherwise consents) shall consider the interests of the owners of the Additional Obligations and the Bonds and shall proceed such that the interests of such owner or owners of the Additional Obligations and the Owners shall be equally protected.

Section 6.2. Permitted Indebtedness. The Corporation shall not incur any Indebtedness (whether or not incurred or evidenced through the issuance of Notes under this Loan Agreement) other than Existing Indebtedness and the following Indebtedness:

(a) **Long-Term Indebtedness.** The Corporation may incur Long-Term Indebtedness if prior to incurrence thereof or, if such Long-Term Indebtedness was incurred in accordance with another subsection of this Section and the Corporation wishes to have such Indebtedness reclassified as having been issued under this **Section 6.2(a)**, prior to such reclassification, there is delivered to the Trustee the following:

(1) **Historical Pro Forma Debt Service Coverage Test:** An Officer's Certificate demonstrating that the Historical Pro Forma Debt Service Coverage Ratio, after giving effect to the incurrence of such Indebtedness, for any two of the three immediately preceding fiscal years for which audited financial statements are available was not less than 1.25; or

(2) **Historical and Projected Debt Service Coverage Test:** (A) An Officer's Certificate demonstrating that the Historical Debt Service Coverage Ratio for the most recent fiscal year for which audited financial statements are available was not less than 1.25; and (B) a Consultant's Report to the effect that the Projected Debt Service Coverage Ratio for each of the next two succeeding fiscal years is not less than 1.25, provided that such report shall include forecast balance sheets, statements of operations and changes in net assets and statements of cash flow for each of such two fiscal years and a statement of the relevant assumptions upon which such forecasted statements are based.

(b) **Commitment Indebtedness.** The Corporation may incur Commitment Indebtedness without limit, if the Indebtedness supported by such Commitment Indebtedness was incurred in accordance with one of the provisions of this Section.

(c) **Completion Indebtedness.** The Corporation may incur Completion Indebtedness in a principal amount not in excess of the amount required to provide completed and equipped facilities of substantially the same type and scope contemplated at the time such prior Long-Term Indebtedness was originally incurred, to provide for capitalized interest during the period of construction, to provide any reserve fund relating to such Completion Indebtedness and to pay the costs and expenses of issuing or incurring such Completion Indebtedness, if prior to the incurrence thereof there is delivered to the Trustee an Officer's Certificate stating (1) that at the time the original Long-Term Indebtedness for the facilities to be completed was incurred, the Corporation had reason to believe that the proceeds of such Indebtedness together with other moneys then expected to be available would provide sufficient moneys for the completion of such facilities, (2) the amount estimated to be needed to so complete the facilities, and (3) that the proceeds of such Completion Indebtedness to be applied to the completion of the facilities, together with a reasonable estimate of investment income to be earned on such proceeds and available to pay such costs, the amount of moneys, if any, committed to such completion from available cash or marketable securities and reasonably estimated earnings thereon, enumerated bank loans (including letters or lines of credit) and any other moneys reasonably expected to be available, will be in an amount not less than the estimated amount needed to complete the facilities set forth in such Officer's Certificate.

(d) **Guaranties.** The Corporation may execute a Guaranty, if the conditions for the incurrence of Indebtedness set forth in this Section are satisfied where it is assumed that the obligation guaranteed by the Corporation is Indebtedness of the Corporation, and any calculation required by the

applicable subsection of this Section is made in accordance with the requirements and assumptions contained in **Section 6.3** hereof.

(e) ***Non-Recourse Indebtedness.*** The Corporation may incur Non-Recourse Indebtedness unlimited as to amount.

(f) ***Purchase Money Indebtedness.*** The Corporation may incur Purchase Money Indebtedness if, immediately after entering into such Purchase Money Indebtedness, the aggregate principal amount due on all Purchase Money Indebtedness then Outstanding will not be greater than 15% of the Unrestricted Net Assets of the Corporation as shown on the audited financial statements of the Corporation for the most recent fiscal year for which audited financial statements are available.

(g) ***Refunding Indebtedness.*** The Corporation may incur Refunding Indebtedness for the purpose of refunding (whether in advance of maturity or otherwise) any Outstanding Long-Term Indebtedness, if the Corporation determines that such refunding is in the best interest of the Corporation and that, taking into account the issuance of the proposed Refunding Indebtedness and the application of the proceeds thereof and any other funds available to be applied to such refunding, the Maximum Annual Debt Service of the Corporation will not be increased by more than 10%.

(h) ***Short-Term Indebtedness.*** The Corporation may incur Short-Term Indebtedness if, immediately after the incurrence of such Short-Term Indebtedness, the total principal amount of Outstanding Short-Term Indebtedness of the Corporation incurred under this subsection does not exceed 15% of the Unrestricted Net Assets of the Corporation as shown on the audited financial statements of the Corporation for the most recent fiscal year for which audited financial statements are available; provided, however, that for a period of at least 30 consecutive calendar days in each fiscal year the total amount of such Short-Term Indebtedness of the Corporation Outstanding under this subsection shall be not more than 8% of the Unrestricted Net Assets of the Corporation for the preceding fiscal year plus such additional amount as the Corporation certifies in an Officer's Certificate is (1) attributable to Short-Term Indebtedness incurred to offset a temporary delay in the receipt of funds due from third party payors, and (2) in the minimum amount reasonably practicable taking into account such delay.

(i) ***Subordinated Indebtedness.*** The Corporation may incur Subordinated Indebtedness without limit as to principal amount, provided such Indebtedness is evidenced by an instrument containing provisions for the subordination of such Indebtedness (to which appropriate reference shall be made in the instrument evidencing such Indebtedness) to the Bonds, the Note and any Additional Obligations with respect to payment out of the Trust Estate, so that if at any time the Corporation shall be in default in paying either interest on or principal of the Bonds, the Note and Additional Obligations or if the Corporation shall be in default in making any payments required to be made under the provisions of **Section 4.1** of this Loan Agreement, the Corporation shall make no payments of either principal of or interest on said Subordinated Indebtedness until said default or defaults be cured.

Indebtedness may be classified and incurred under any of the above-referenced subsections with respect to which the tests set forth in such subsections are met. The Corporation may elect to have Indebtedness that was classified and issued pursuant to one provision of this Section, reclassified as having been incurred under another provision of this Section, by demonstrating compliance with such other provision on the assumption that such Indebtedness is being reissued on the date of delivery of the materials required to be delivered under such other provision. From and after such demonstration, such Indebtedness shall be deemed to have been incurred under the provision with respect to which such compliance has been demonstrated until any subsequent reclassification of such Indebtedness.

The Corporation shall, prior to the incurrence of any Indebtedness by the Corporation, deliver to the Trustee an Officer's Certificate which identifies the Indebtedness incurred, identifies the subsection of this Section pursuant to which such Indebtedness is to be incurred, demonstrates compliance with the provisions of such subsection and the other requirements of this Article and attaches a copy of the instrument evidencing such Indebtedness; provided, that (1) the requirement for an Officer's Certificate prior to incurrence of Indebtedness shall not apply to amounts of Indebtedness incurred in any fiscal year not exceeding \$1,000,000 for Purchase Money Indebtedness, so long as such Indebtedness is reported on the audited financial statements of the Corporation furnished to the Trustee pursuant to **Section 5.10** hereof and (2) the incurring of Short-Term Indebtedness under a line of credit or other similar arrangement shall only be required to be certified to the Trustee at the time such arrangement is entered into by the Corporation.

Section 6.3. Calculation of Debt Service Requirements. For purposes of the various calculations under this Loan Agreement, the amount of Long-Term Indebtedness of the Corporation, the amortization schedule of such Indebtedness and the Debt Service Requirements with respect to such Indebtedness shall be calculated in accordance with the actual amortization schedule for such Indebtedness, except as follows:

(a) ***Balloon Indebtedness.*** The Debt Service Requirements on Balloon Indebtedness may be deemed to be payable as follows:

(1) If the Corporation has incurred and there is in effect at the time any such Indebtedness is incurred Commitment Indebtedness to provide refinancing sufficient to pay the principal amount of any such Balloon Indebtedness becoming due in each fiscal year in which 25% or more of the original principal amount of such Balloon Indebtedness comes due, such Indebtedness may be deemed to be payable in accordance with the terms of such Commitment Indebtedness;

(2) If the Corporation delivers an Officer's Certificate to the Trustee that establishes an amortization schedule for any such Indebtedness, which provides for payments of principal and interest for each fiscal year that are sufficient to make any actual payments required to be made in such fiscal year by the terms of such Indebtedness; and the Corporation agrees in such Officer's Certificate that the Corporation will deposit for each fiscal year with a bank or trust company (pursuant to an agreement between the Corporation and such bank or trust company, which agreement shall be satisfactory in form and substance to the Trustee) the amount of principal shown on such amortization schedule net of any amount of principal actually paid on such Indebtedness during such fiscal year (other than from amounts on deposit with such bank or trust company), which deposit shall be made prior to any such required actual payment during such fiscal year if the amounts so on deposit are intended to be the source of such actual payments, then such Indebtedness may be deemed to be payable in accordance with the terms of such amortization schedule and agreement; or

(3) Such Indebtedness, in a principal amount not in excess of 15% of Unrestricted Net Assets of the Corporation, may be deemed to be Long-Term Indebtedness payable on a level annual debt service basis over 25 years (or such other period as set forth and deemed reasonable in a written report of a Consultant) from the date of issuance or incurrence of such Indebtedness, bearing interest on the unpaid principal balance at the rate equal to the rate set forth in the 25-year

Bond Buyer Revenue Bond Index most recently published in *The Bond Buyer* (or such other index as set forth and deemed reasonable in a report of a Consultant).

(b) **Capital Appreciation Indebtedness.** The principal amount of Indebtedness that constitutes “**capital appreciation indebtedness**” (defined below) shall be deemed to be the “**accreted value**” (defined below) thereof as of the relevant date. “**Capital appreciation indebtedness**” means any Long-Term Indebtedness for which interest is payable only at the maturity of such Indebtedness, upon the redemption of such Indebtedness before maturity, or upon the conversion of such Indebtedness to Indebtedness with interest payable periodically in installments prior to maturity or prior to redemption before maturity. “**Accreted value**” means with respect to any capital appreciation indebtedness (1) as of any “**valuation date**” (defined below), the amount set forth in the loan agreement related to such Indebtedness or in the related indenture as the value of such Indebtedness on such valuation date, and (2) as of any date other than a valuation date the sum of (A) the accreted value on the next preceding valuation date, and (B) the product of (i) a fraction, the numerator of which is the number of days having elapsed from the preceding valuation date and the denominator of which is the number of days from such preceding valuation date to the next succeeding valuation date, and (ii) the difference between the accreted values for such valuation dates. “**Valuation date**” means with respect to any capital appreciation indebtedness the date or dates set forth in the loan agreement relating to such Indebtedness or the related indenture on which specific accreted values are assigned to the capital appreciation indebtedness.

(c) **Capital Leases.** The principal amount of Indebtedness in the form of a “**capital lease**” (defined below) shall be deemed to be the amount, as of the date of determination, at which the aggregate “**net rentals**” (defined below) due and to become due under such capital lease would be reflected as a liability on the balance sheet of the lessee, and the Debt Service Requirements on a capital lease for the period of time for which calculated shall be deemed to be the aggregate amount of net rentals to be payable under such Capitalized Lease during such period. “**Capital lease**” means any lease of real or personal property that is capitalized on the balance sheet of the lessee under generally accepted accounting principles. “**Net rentals**” means all fixed rents (including as such all payments which the lessee is obligated to make to the lessor on termination of the lease or surrender of the Property other than upon termination of the lease for a default thereunder) payable under such lease excluding any amounts required to be paid by the lessee (whether or not designated as rents or additional rents) on account of maintenance, repairs, insurance, taxes and similar charges. Net rentals for any future period under any so-called “percentage lease” shall be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; provided that the amount estimated to be payable under any such percentage lease shall in all cases recognize any change in the applicable percentage called for by the terms of such lease.

(d) **Commitment Indebtedness.** No debt service shall be deemed payable with respect to Commitment Indebtedness until such time as the obligation to make payments under the commitment actually rises (and only to the extent of advances actually made under such Commitment Indebtedness) except as provided in **Section 6.2(a)** or **(f)** hereof. From and after such funding, the amount of such debt service shall be calculated in accordance with the actual amount required to be repaid on such Commitment Indebtedness and the actual interest rate and amortization schedule applicable thereto. No Indebtedness shall be deemed to arise when any funding occurs under any such commitment if such funding is immediately repaid and such commitment is reinstated in accordance with its terms, or when any such commitment is renewed upon terms which provide for substantially the same terms of repayment of amounts disbursed pursuant to such commitment as existed prior to such renewal.

(e) **Guaranties.** When calculating the principal and the Debt Service Requirements attributable to a Guaranty that is deemed to be Indebtedness of the Corporation:

(1) The principal amount of such Indebtedness shall be deemed to equal the principal amount of the obligation guaranteed by the Corporation.

(2) The Debt Service Requirements on such Indebtedness shall be deemed to be:

(A) 0% of the debt service requirements (calculated in the same manner as Debt Service Requirements of the Corporation) on the guaranteed obligation, if the Corporation has not been called upon to make a payment under Guaranty within the 12 months immediately preceding the date of the calculation and the primary obligor's income available for debt service (calculated in the same manner as Net Revenues Available for Debt Service of the Corporation) for the period of calculation was or is projected or forecasted to be at least equal to 200% of the maximum annual debt service requirements of the primary obligor (calculated in the same manner as Maximum Annual Debt Service of the Corporation).

(B) 20% of the debt service requirements (calculated in the same manner as Debt Service Requirements of the Corporation) on the guaranteed obligation, if the Corporation has not been called upon to make a payment under Guaranty within the 12 months immediately preceding the date of the calculation, and the primary obligor's income available for debt service (calculated in the same manner as Net Revenues Available for Debt Service of the Corporation) for the period of calculation was or is projected or forecasted to be at least equal to 100% (but less than 200%) of the maximum annual debt service requirements of the primary obligor (calculated in the same manner as Maximum Annual Debt Service of the Corporation); or

(C) 100% of the debt service requirements (calculated in the same manner as Debt Service Requirements of the Corporation) on the guaranteed obligation, if either (i) the Corporation has made any payment in respect of the debt service requirements on the guaranteed obligation within the 12 months immediately preceding the date of the calculation, or (ii) the income available for debt service (calculated in the same manner as Net Revenues Available for Debt Service of the Corporation) of the primary obligor for the period of calculation was or is projected or forecasted to be less than 100% of the maximum annual debt service requirements of the primary obligor (calculated in the same manner as Maximum Annual Debt Service of the Corporation);

(f) **Long-Term Indebtedness Supported By Commitment Indebtedness.** The Debt Service Requirements on Long-Term Indebtedness with respect to which the Corporation has incurred Commitment Indebtedness that would refinance such Indebtedness for a period extending beyond its original maturity date, may at the discretion of the Corporation be deemed to be payable in accordance with the terms of such Commitment Indebtedness.

(g) **Variable Rate Indebtedness.** In determining the Debt Service Requirements on any Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Indebtedness and which for any future period of time is not susceptible of precise determination, the

interest rate on such Indebtedness for any period prior to the date of calculation or for which the interest rate has been determined shall be the actual interest rate payable during such period, and for each year in which such Indebtedness is Outstanding and for which the actual interest rate cannot be determined, the interest rate on such Indebtedness for the period of determination shall be deemed to be the higher of the average annual rate of interest payable on such Indebtedness during the 12 months immediately preceding the date of calculation or the current rate, or if such Indebtedness is to be incurred (or was incurred less than 12 months preceding such date), the higher of the initial rate or the average annual rate of interest payable on such Indebtedness during such period immediately preceding the date of calculation.

(h) ***Interest Rate Exchange Agreements.*** In the case of any interest rate exchange agreements or comparable agreements entered into by the Corporation for a term exceeding one year, pursuant to which the Corporation is obligated to make interest-like payments to or on behalf of another Person and that Person is obligated to make similar interest-like payments to or on behalf of the Corporation (based on a different rate of, or formula for, interest), with neither party obligated to repay any principal, the net amount to be paid by the Corporation (computed in accordance with this sentence) shall be taken into account in calculating Debt Service Requirements; if such net amount is less than zero, such net amount may be credited against other interest coming due in so calculating Debt Service Requirements so long as the swap counterparty (or any guarantor thereof) is rated at least as high as the current rating on the Outstanding Bonds.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. The term “**event of default,**” wherever used in this Loan Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on the Loan when such interest becomes due and payable;

(b) default in the payment of the principal of (or premium, if any, on) the Loan when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise);

(c) default in the performance, or breach, of any covenant or agreement of the Corporation in this Loan Agreement (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 30 days after there has been given to the Corporation by the Issuer or the Trustee or to the Corporation and the Trustee by the owners of at least 25% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Corporation shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch;

(d) any representation or warranty made by the Corporation in this Loan Agreement or in any written statement or certificate furnished to the Issuer or the Trustee or the purchaser of any Bond in connection with the sale of any Bond or furnished by the Corporation pursuant to this Loan Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after there has been given to the Corporation by the Issuer or the Trustee or to the Corporation and the Trustee by the owners of at least 25% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Corporation shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch;

(e) default in the payment of the principal of, premium, if any, or interest on any Indebtedness other than the Loan when the same becomes due and payable, and any applicable grace period shall have expired, or an event of default as defined in any mortgage, indenture or other instrument under or pursuant to which there was issued or incurred, or by which there is secured, any such Indebtedness; provided, however, that such default shall not constitute an event of default if payment of such Indebtedness has not been accelerated under the terms of payment of such Indebtedness or if within 30 days, or within the time allowed for service of a responsive pleading in any proceeding to enforce payment of the Indebtedness, the Corporation in good faith commences proceedings to contest the obligation to pay or the existence or payment of such Indebtedness;

(f) any judgment which is final, writ or warrant of attachment or of any similar process shall be entered or filed against the Corporation or against any Property of the Corporation and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of 60 days; provided, however, that none of the foregoing shall constitute an event of default unless the amount of such judgment, writ, warrant of attachment or similar process, together with the amount of all other such judgments, writs, warrants or similar processes so unvacated, unpaid, unbonded, unstayed or uncontested, exceeds 5% of the Unrestricted Net Assets of the Corporation as shown on or derived from the most recent audited financial statements of the Corporation;

(g) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Corporation, or adjudging the Corporation as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Corporation under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Corporation or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of 60 consecutive days;

(h) the commencement by the Corporation of a voluntary case, or the institution by the Corporation of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability

or its failure to pay its debts generally as they become due, or the taking of corporate action by the Corporation in furtherance of any such action;

(i) the occurrence and continuance of any “event of default” specified in the Indenture that has not been waived or cured; or

(j) failure of the Corporation to observe or perform any of the covenants, conditions or provisions of the Deed of Trust and to remedy such default within 30 days after notice thereof from the Issuer or the Trustee to the Corporation, provided that if in the opinion of the Issuer and the Trustee such default is correctable but is such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Corporation within such period and diligently pursued until the default is corrected.

Promptly after the Corporation may reasonably be deemed to have knowledge of a default hereunder, the Corporation will deliver to the Trustee a written notice specifying the nature and period of existence thereof and the action the Corporation is taking and proposes to take with respect thereto.

Section 7.2. Acceleration of Maturity; Rescission and Annulment. If an event of default under this Loan Agreement occurs and is continuing, the Trustee, as assignee of the Issuer, may, and if requested by the owners of not less than 25% in principal amount of the Bonds Outstanding shall, by written notice to the Corporation and the Issuer, declare the principal of the Loan and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on the Loan has been obtained by the Trustee as hereinafter in this Article provided, the Trustee may, by written notice to the Corporation, rescind and annul such declaration and its consequences if (a) the Corporation has deposited with the Trustee a sum sufficient to pay (1) all overdue installments of interest on the Loan, (2) the principal of (and premium, if any, on) the Loan which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor, and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and (b) all events of default, other than the non-payment of the principal installments of the Loan which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 7.7** of this Loan Agreement.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 7.3. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any event of default under this Loan Agreement and the Indenture, unless the same is waived as provided in this Loan Agreement, the Trustee, as assignee of the Issuer, shall have the following rights and remedies, in addition to any other rights and remedies provided under this Loan Agreement or by law:

(a) **Right to Bring Suit, Etc.** The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Loan, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Loan Agreement, to realize on or to foreclose any of its interests or liens under this Loan Agreement or the Deed of Trust, to enforce and

compel the performance of the duties and obligations of the Corporation as set forth in this Loan Agreement and to enforce or preserve any other rights or interests of the Trustee under this Loan Agreement existing at law or in equity.

(b) ***Exercise of Remedies at Direction of Owners.*** If requested in writing to do so by the owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Owners.

(c) ***Appointment of Receiver.*** Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee under this Loan Agreement, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Property subject to the lien and security interest of this Loan Agreement, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) ***Suits to Protect Pledged Property.*** The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Property subject to the lien and security interest of this Loan Agreement by any acts which may be unlawful or in violation of this Loan Agreement and to protect its interests and the interests of the Owners in the Property subject to the lien and security interest of this Loan Agreement, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Owners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Owners in any judicial proceeding to which the Corporation is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Owners.

(e) ***Restoration of Positions.*** If the Trustee has instituted any proceeding to enforce any right or remedy under this Loan Agreement by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, then and in every case the Issuer, the Corporation, the Trustee and the Owners shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Trustee shall continue as though no such proceeding had been instituted.

Section 7.4. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied as provided in the Indenture and, in case of the distribution of such money on account of principal (or premium, if any) or interest on the Bonds, shall be credited against amounts due on the Loan.

Section 7.5. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.6. Delay or Omission Not Waiver. No delay or omission of the Trustee to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 7.7. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Corporation, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or (b) in respect of a covenant or provision hereof which under **Article VIII** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Loan Agreement; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Section 7.8. Advances by Trustee. If the Corporation fails to make any payment or perform any of its covenants in this Loan Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under the Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Corporation. All moneys so used or advanced by the Trustee, together with interest at the Trustee's announced Prime Rate per annum, shall be repaid by the Corporation upon demand and such advances shall be secured under the Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under the Indenture but no such use of moneys or advance shall relieve the Corporation from any default hereunder.

ARTICLE VIII

SUPPLEMENTAL LOAN AGREEMENTS

Section 8.1. Supplemental Loan Agreements without Consent of Owners. Without the written consent of the owners of any Bonds, the Issuer and the Corporation may from time to time enter into one or more Supplemental Loan Agreements, for any of the following purposes:

(a) to correct or amplify the description of any property of the Corporation at any time subject to this Loan Agreement, or to subject to this Loan Agreement additional property or to more precisely identify any project financed or refinanced out of the proceeds of any Bonds, or to substitute or add additional property thereto;

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;

(c) to evidence the succession of another corporation to the Corporation and the assumption by any such successor of the covenants of the Corporation herein contained;

(d) to add to the covenants of the Corporation or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Corporation; or

(e) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other changes with respect to matters or questions arising under this Loan Agreement, provided such action shall not materially adversely affect the interests of the owners of the Bonds.

Section 8.2. Supplemental Loan Agreements with Consent of Owners. With the written consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Loan Agreement, the Issuer and the Corporation may enter into Supplemental Loan Agreements, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Loan Agreement or of modifying in any manner the rights of the Trustee and the owners of the Bonds under this Loan Agreement; provided, however, that no such Supplemental Loan Agreement shall, without the written consent of the owner of each Outstanding Bond affected thereby, carry out any of the following:

(a) change the stated maturity of the principal of, or any installment of interest on, the Loan, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, the Loan, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Loan Agreement, or the consent of whose owners is required for any waiver provided for in this Loan Agreement of compliance with certain provisions of this Loan Agreement or certain defaults hereunder and their consequences; or

(c) modify any of the provisions of this Section, except to increase any percentage provided thereby or to provide that certain other provisions of this Loan Agreement cannot be modified or waived without the consent of the owner of each Bond affected thereby.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Loan Agreement, but it shall be sufficient if such act shall approve the substance thereof.

Section 8.3. Execution of Supplemental Loan Agreements. In executing or consenting to any Supplemental Loan Agreement permitted by this Article, the Issuer and the Trustee shall receive, and shall be fully protected in relying upon, an Opinion of Bond Counsel addressed to the Trustee and the Issuer stating that the execution of such Supplemental Loan Agreement is authorized or permitted by this Loan Agreement, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds. The Trustee may, but shall not be obligated to, consent to any such Supplemental Loan Agreement which affects the Trustee's own rights, duties or immunities under this Loan Agreement or otherwise.

Section 8.4. Effect of Supplemental Loan Agreements. Upon the execution of any Supplemental Loan Agreement under this Article, this Loan Agreement shall be modified in accordance therewith and such Supplemental Loan Agreement shall form a part of this Loan Agreement for all purposes; and the Corporation, the Issuer, the Trustee and every owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 8.5. Reference in Bonds to Supplemental Loan Agreements. Bonds authenticated and delivered after the execution of any Supplemental Loan Agreement pursuant to this Article may, and if required by the Issuer shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Loan Agreement. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Issuer, to any such Supplemental Loan Agreement may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE IX

TERM AND TERMINATION OF LOAN AGREEMENT

Section 9.1. Term of Loan Agreement. This Loan Agreement shall be effective concurrently with the initial issuance and delivery of the Bonds and shall continue in force and effect until the principal or redemption price of and interest on all of the Bonds have been fully paid (or provision for their payment shall have been made in accordance with the Indenture) together with all sums to which the Issuer and the Trustee are entitled from the Corporation under this Loan Agreement; provided, however, the provisions of **Sections 4.4** and **5.7** related to indemnification of the Issuer and the Trustee shall remain in full force and effect.

Section 9.2. Termination and Discharge of Loan Agreement. If the Corporation shall pay and discharge or provide for the payment or redemption and discharge of the whole amount of the principal of, redemption premium, if any and interest on the Bonds at the time Outstanding as provided in the Indenture, and shall pay or cause to be paid all other sums payable under this Loan Agreement, then all right, title and interest of the Issuer and the Trustee under this Loan Agreement shall thereupon cease, terminate and become void (except as provided in **Section 9.1** of this Loan Agreement), then this Loan Agreement, and the covenants of the Corporation contained in this Loan Agreement, shall be discharged and the Loan and the Bonds shall cease to be entitled to any benefit under this Loan Agreement, and all covenants, agreements and obligations of the Corporation to the Trustee and the owners of the Bonds shall thereupon cease, terminate and become void, and the Issuer shall deliver or cause the Trustee to deliver to the Corporation such Note marked paid or cancelled; provided that the owners of the related series of Bonds shall be entitled to payment thereof at the times and in the manner stipulated therein and in the Indenture from the sources provided for such payment.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Covenants under Financing Documents. The Corporation shall deliver to the Trustee all reports, opinions and other documents required by this Loan Agreement and the Indenture and all other Financing Documents to be submitted to the Trustee at the times required by this Loan Agreement and the Indenture and all other Financing Documents, and shall perform or cause to be

performed all covenants and agreements required on the part of the Corporation contained in this Loan Agreement and the Indenture and any other Financing Documents. This Loan Agreement, the Indenture and all other Financing Documents shall be delivered to and held by the Trustee.

Section 10.2. Further Assurances. The Corporation will do, execute, acknowledge and deliver such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of the Indenture and this Loan Agreement.

Section 10.3. Payments Due on Saturdays, Sundays and Holidays. If the day for any payment due under this Loan Agreement is not a Business Day, then such payment may be made on the next succeeding Business Day without additional interest and with the same force and effect as if made on the specified date for payment.

Section 10.4. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Loan Agreement to be given to or filed with the Issuer, the Trustee, the Corporation or the owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

Section 10.5. Limitation of Issuer's Liability. No agreements or provisions contained herein nor any agreement, covenant or undertaking of the Issuer contained in any Financing Document executed by the Issuer in connection with the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a general obligation of or a charge against its general credit or shall obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds, and their application as provided under the Indenture. The Issuer has no taxing power. No failure of the Issuer to comply with any term, covenant or agreement herein or in any Financing Document executed by the Issuer in connection with the Bonds shall subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Notwithstanding any other provision of this Loan Agreement or any other Financing Document, (a) the Issuer shall not be required to take action under this Loan Agreement unless the Issuer (1) is requested in writing by an appropriate Person to take such action and (2) is assured of payment of or reimbursement for any expense incurred in taking such action, and (b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Issuer nor any official, officer, member, director, agent, employee or servant of the Issuer shall be liable to the Corporation, the Trustee or any other Person for any action taken by the Issuer or by its officials, officers, members, directors, agents, employees or servants, or for any failure to take action under this Loan Agreement or the Indenture. In acting under this Loan Agreement, or in refraining from acting under this Loan Agreement, the Issuer may conclusively rely on the advice of its counsel.

Section 10.6. Immunity of Officers, Employees and Members of the Issuer and the Corporation. No recourse shall be had for the payment of the principal of or premium or interest on any of the Loan or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement contained against any past, present or future officer, member, trustee, director,

employee or agent of the Issuer or the Corporation, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Issuer, the Corporation, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, trustees, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

Section 10.7. No Violations of Law. Any other term or provision in this Loan Agreement to the contrary notwithstanding (a) in no event shall this Loan Agreement be construed as (1) depriving the Issuer of any right or privilege, or (2) requiring the Issuer or any member, agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else, which deprivation or requirement would violate, or result in the Issuer's being in violation of the Act or any other applicable state or federal law, and (b) at no time and in no event will the Corporation permit, suffer or allow any of the proceeds of the Loan to be transferred to any Person in violation of, or to be used in any manner which is prohibited by, the Act or any other state or federal law.

Section 10.8. Benefit of Loan Agreement. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Corporation, the Trustee and the owners of the Bonds and their respective successors and assigns. Nothing in this Loan Agreement or in the Indenture or the Bonds, express or implied, shall give to any Person, other than such parties, any benefit or any legal or equitable right, remedy or claim under this Loan Agreement.

Section 10.9. Severability. If any provision in this Loan Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.10. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.11. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and Corporation have caused this Loan Agreement to be executed by their duly authorized officers, the day and year first above written.

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Chair

TABITHA, INC.

By: _____
President

**EXHIBIT A
TO LOAN AGREEMENT**

THE PROJECT

The Project means the acquisition, construction, equipping and furnishing of two new 17-bed skilled nursing facilities to be located at the northeast corner of 13th Street and Iris Avenue in Crete, Nebraska and moving existing operations at the 44-bed Tabitha Nursing Center in Crete, Nebraska “ToC” facility to such new facilities, the costs of which will be paid, or for which the Corporation will be reimbursed or which will be refinanced, in whole or in part, from the proceeds of the sale of the Bonds or from the proceeds of loans refinanced, in whole or in part, from the proceeds of the sale of the Bonds; provided, however, that the Corporation may make changes and amendments to the Project as provided in the Loan Agreement.

**EXHIBIT B
TO LOAN AGREEMENT**

**PROMISSORY NOTE
SERIES 2015C**

**THIS PROMISSORY NOTE IS SECURED BY THE FOURTH AMENDED AND
RESTATED DEED OF TRUST AND SECURITY AGREEMENT, DATED
APRIL ____, 2015, BETWEEN TABITHA, INC., BOKE, NATIONAL
ASSOCIATION, AS DEED TRUSTEE, AND BOKE, NATIONAL ASSOCIATION,
AS BOND TRUSTEE**

April ____, 2015

\$_____

FOR VALUE RECEIVED, TABITHA, INC. (the “**Corporation**”) promises to pay to the order of the **COUNTY OF LANCASTER, NEBRASKA** (the “**Issuer**”) the principal sum stated above, and to pay interest on the outstanding principal balance, in installments (“**Loan Payments**”) at the times and in the amounts specified in the Loan Agreement of even date herewith (the “**Loan Agreement**”), between the Issuer and the Corporation.

The Corporation promises to make Loan Payments in accordance with the provisions of and in the manner referred to in the Loan Agreement. It is intended that the Loan Payments on this Note be sufficient to pay when due the principal or redemption price of and interest on the Issuer’s Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C (the “**Bonds**”), issued in the aggregate principal amount of \$_____, under the Trust Indenture of even date herewith (the “**Indenture**”) between the Issuer and BOKF, National Association, as Trustee (the “**Trustee**”), and, in addition to the installments described above, the Corporation shall pay upon demand any further amounts as may from time to time be required to pay when due any principal or redemption price of or interest on the Bonds. This Note is secured by the Fourth Amended and Restated Deed of Trust and Security Agreement dated April ____, 2015 (the “**Deed of Trust**”) between the Corporation and the Deed Trustee named therein for the benefit of the Trustee under the Indenture and its assigns, the terms and provisions of each and all of the same being incorporated by reference.

This Note is subject to prepayment, and the Corporation is entitled to certain credits on the Note, as provided in the Loan Agreement.

If an event of default under the Loan Agreement occurs, the unpaid principal and accrued interest on this Note may, at the option of the owner hereof, be declared due and payable in accordance with the provisions of the Loan Agreement, the Indenture and the Deed of Trust. The failure of the owner of this Note to exercise such option and to declare such indebtedness to be due as specified in the Loan Agreement, the Indenture and the Deed of Trust shall not constitute a waiver of the right at any time thereafter to declare the entire indebtedness to be due and payable.

The Corporation waives presentment, demand of payment, protest and notice of non-payment and of protest and any and all other notices and demands.

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

Dated the date first stated above.

TABITHA, INC.

By: _____
President

ENDORSEMENT

Pay to the order of BOKF, National Association, Trustee, pursuant to the Trust Indenture described in this Note authorizing \$_____ in aggregate principal amount of Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C, and the Deed of Trust and Security Agreement described in this Note, without recourse or warranty of any nature or description.

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Chair

**EXHIBIT C
TO LOAN AGREEMENT**

**COMPLIANCE CERTIFICATE OF
TABITHA, INC.**

The undersigned hereby certifies as follows:

(a) The undersigned is the duly appointed, qualified and acting President of Tabitha, Inc. (the “**Corporation**”), and is delivering this Certificate to evidence compliance with the provisions of **Section 5.18** of the Loan Agreement between the Corporation and The County of Lancaster, Nebraska.

(b) The undersigned has undertaken a review of the activities of the Corporation during the fiscal year ended December 31, 20__ and of its performance under the Loan Agreement under the supervision of the appropriate officers of the Corporation.

(c) Based on such review, the Corporation, to the best of the knowledge of the undersigned, has fulfilled all its obligations under this Loan Agreement throughout such fiscal year.

OR,

(c) The Corporation is in default in the fulfillment of the following obligations under the Loan Agreement:

[specify each such default and the nature and status thereof]

DATED: _____, 20__.

TABITHA, INC.

By: _____
President

**EXHIBIT D
TO LOAN AGREEMENT**

**REAL ESTATE AND OTHER PROPERTY
EXCLUDED FROM DEFINITION OF “PROPERTY”**

- (a) the property known as Tabitha Village,
- (b) the property known as The Walter Project,
- (c) the property constituting the Memory Care Center;
- (d) any additional property financed by the United States Department of Housing and Urban Development; and
- (e) the property known as the Tabitha Nursing Center in Crete, Nebraska skilled nursing facility.

TRUST INDENTURE

Dated April __, 2015

between

THE COUNTY OF LANCASTER, NEBRASKA

and

**BOKE, NATIONAL ASSOCIATION,
Trustee**

**Healthcare Revenue Bonds
(Tabitha, Inc. Project)**

**\$ _____
Series 2015C**

TRUST INDENTURE

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Exhibit A – The Project

Exhibit B – Form of Bonds

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TRUST INDENTURE

This **TRUST INDENTURE**, dated **April __, 2015** (the “**Indenture**”), is made and entered into between **THE COUNTY OF LANCASTER, NEBRASKA**, a county, public corporation and body politic duly organized and existing under the laws of the State of Nebraska (the “**Issuer**”), and **BOKF, NATIONAL ASSOCIATION**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in Lincoln, Nebraska, trustee (the “**Trustee**”).

RECITALS

1. The Issuer is authorized by Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), to (a) finance a portion of the costs of acquiring, constructing, furnishing and equipping two 17-bed skilled nursing facilities in Crete, Nebraska (the “**Project**”) and (b) pay certain costs of issuing the bonds; making findings and determinations with respect to the bonds, including that said bonds shall not be a liability of the Issuer nor a charge against its general credit or taxing powers; approving the preparation, execution and delivery of certain documents in connection with the issuance of the bonds; and related matters.

2. Pursuant to the Act and a resolution duly adopted by the Issuer (the “**Resolution**”), the Issuer is authorized to issue \$_____ aggregate principal amount of its **Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C** (the “**Bonds**”) under this Indenture for the purpose of making a loan (the “**Loan**”) to **Tabitha, Inc.**, a Nebraska nonprofit corporation and a “hospital” as defined in the Act (the “**Corporation**”), under a Loan Agreement of even date herewith (the “**Loan Agreement**”) between the Issuer and the Corporation, to provide funds to (a) finance a portion of the costs of the Project, and (b) provide for the payment of certain costs of issuance of the Bonds.

3. The Loan will be evidenced by the Corporation’s Promissory Note, Series 2015C (the “**Note**”) in the principal amount of \$_____ to be issued under the Loan Agreement concurrently with the original issuance of the Bonds.

4. Hospital Authority No. 1 of Lancaster County, Nebraska (the “**Lancaster Authority**”) previously issued \$4,500,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2009A (the “**Series 2009A Bonds**”), pursuant to a Trust Indenture dated June 30, 2009 (the “**2009A Indenture**”), between the Lancaster Authority and Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office located in Lincoln, Nebraska, as trustee (the “**Bond Trustee**”), the proceeds of which were loaned (the “**2009A Loan**”) to the Corporation pursuant to a Loan Agreement dated June 30, 2009 (the “**2009A Loan Agreement**”) between the Lancaster Authority and the Corporation.

5. To evidence the 2009A Loan and to provide for the payment of the Series 2009A Bonds the Corporation executed and delivered its Promissory Note dated June 30, 2009 in the principal amount of \$4,500,000 (the “**2009A Note**”).

6. To further secure the payment of the principal or redemption price of and interest on the Series 2009A bonds, the Corporation and Tabitha Housing Corporation (“**THC**”), a Nebraska nonprofit

corporation and an affiliate of the Corporation, executed and delivered a Deed of Trust, Security Agreement, and Fixture Financing Statement dated June 30, 2009 (the “**Original Deed of Trust**”) to the Deed Trustee for the benefit of Bond Trustee, filed of record in the office of the Lancaster County, Nebraska Register of Deeds as instrument no. 2009036065 on July 1, 2009, granting the Deed Trustee a lien on certain real property of the Trustor and a security interest in certain personal property of the Trustor.

7. The Original Deed of Trust provided that the Corporation could subsequently execute further Additional Obligations under the 2009A Loan Agreement (the “**Additional Obligations**”) and execute additional loan agreements (such additional loan agreements together with the 2009A Loan Agreement, the “**Loan Agreements**”) in connection with the issuance of bonds or other indebtedness (collectively, the “**Additional Bonds**”) secured by and payable from 2009A Note and such Additional Obligations (collectively, the “**Obligations**”) issued pursuant to the appropriate authorizing document (collectively, the “**Indentures**”).

8. The Lancaster Authority subsequently issued \$3,630,000 principal amount of its Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project), Series 2009B (the “**Series 2009B Bonds**”), dated September 15, 2009, pursuant to a Trust Indenture dated September 15, 2009 (the “**2009B Indenture**”), between the Issuer and the Bond Trustee, the proceeds of which were loaned (the “**2009B Loan**”) to the Trustor pursuant to a Loan Agreement dated September 15, 2009 (the “**2009B Loan Agreement**”) between the Lancaster Authority and the Trustor. To evidence the 2009B Loan and to provide for the payment of the Series 2009B Bonds the Corporation executed and delivered its Promissory Note dated September 15, 2009 in the principal amount of \$3,630,000 (the “**2009B Note**”).

9. Hospital Authority No. 1 of Saline County, Nebraska (the “**Saline Authority**”) issued \$4,030,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2010A (the “**Refunded Bonds**”), dated January 6, 2010, pursuant to a Trust Indenture dated January 6, 2010 (the “**2010A Indenture**”), between the Saline Authority and the Bond Trustee, the proceeds of which were loaned (the “**2010A Loan**”) to the Trustor pursuant to a Loan Agreement dated January 6, 2010 (the “**2010A Loan Agreement**”) between the Saline Authority and the Trustor. To evidence the 2010A Loan and to provide for the payment of the Refunded Bonds the Corporation executed and delivered its Promissory Note dated January 6, 2010 in the principal amount of \$4,030,000 (the “**2010A Note**”).

10. The Lancaster Authority issued \$5,000,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), consisting of \$3,860,000 Principal Amount of Series 2010B Bonds and \$1,140,000 of its Series 2010C Bonds (the “**Series 2010B/C Bonds**”), dated July 15, 2010, pursuant to a Trust Indenture dated July 15, 2010 (the “**2010B/C Indenture**”) between the Lancaster Authority and the Bond Trustee, the proceeds of which were loaned (the “**2010B/C Loan**”) to the Trustor pursuant to a Loan Agreement dated July 15, 2010 (the “**2010B/C Loan Agreement**”) between the Lancaster Authority and the Trustor. To evidence the 2010B/C Loan and to provide for the payment of the Series 2010B/C Bonds the Corporation executed and delivered its Promissory Note dated July 15, 2010 in the principal amount of \$5,000,000 (the “**2010B/C Note**”).

11. In connection with the issuance of the Refunded Bonds, the Corporation and THC executed an Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement dated January 6, 2010 (the “**Amended and Restated Deed of Trust**”) to amend certain provisions and to subject additional property in Saline County, Nebraska to the lien granted by the Original Deed of Trust. Subsequently, THC was merged into the Corporation and Wells Fargo Bank, National Association (“**Wells Fargo**”) was removed as trustee under the Indentures and as beneficiary under the Amended and

Restated Deed of Trust and replaced with BOKF, National Association (“**BOKF**”). The Corporation executed a Second Amended and Restated Deed of Deed of Trust, Security Agreement, and Fixture Financing Statement dated October 24, 2011(the “**Second Amended and Restated Deed of Trust**”) to clarify that all real property granted pursuant to it is owned by the Corporation and that BOKF is successor trustee under the Indentures and is the successor in interest to Wells Fargo as beneficiary under the Amended and Restated Deed of Trust and Original Deed of Trust. The Second Amended and Restated Deed of Trust secures the Corporation’s obligations under the 2009A Note, the 2009A Loan Agreement, the 2009B Note, the 2009B Loan Agreement, the 2010A Note, the 2010A Loan Agreement, the 2010B/C Note, the 2010B/C Loan Agreement, the 2011 Note, the 2011 Loan Agreement (each as defined below) and Additional Bonds and Obligations.

12. The Lancaster Authority issued \$1,950,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2011 (the “**Series 2011 Bonds**”), dated December 15, 2011, pursuant to a Trust Indenture dated December 15, 2011 (the “**2011 Indenture**”) between the Lancaster Authority and the Bond Trustee, the proceeds of which were loaned (the “**2011 Loan**”) to the Trustor pursuant to a Loan Agreement dated December 15, 2011 (the “**2011 Loan Agreement**”) between the Lancaster Authority and the Trustor. To evidence the 2011 Loan and to provide for the payment of the Series 2011 Bonds the Corporation executed and delivered its Promissory Note dated December 15, 2011 in the principal amount of \$1,950,000 (the “**2011 Note**”).

13. The Lancaster Authority issued \$7,175,000 principal amount of its Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project), Series 2014 (the “**Series 2014 Bonds**”), dated June 30, 2014, pursuant to a Trust Indenture dated June 30, 2014 (the “**2011 Indenture**”) between the Lancaster Authority and the Bond Trustee, the proceeds of which were loaned (the “**2014 Loan**”) to the Trustor pursuant to a Loan Agreement dated June 30, 2014 (the “**2014 Loan Agreement**”) between the Lancaster Authority and the Trustor. To evidence the 2014 Loan and to provide for the payment of the Series 2014 Bonds, the Corporation executed and delivered its Promissory Note dated June 30, 2014 in the principal amount of \$7,175,000 (the “**2014 Note**”). The proceeds of the Series 2014 Bonds were used to refund all of the then-outstanding Series 2009A Bonds, Series 2009B Bonds and Series 2010C Bonds.

14. To amend certain provisions of the Second Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement, the Trustor executed and delivered a Third Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement, dated June 30, 2014 (the “**Third Amended and Restated Deed of Trust**”), to the Deed Trustee for the benefit of the Bond Trustee, as beneficiary, filed of record in the office of the Lancaster County, Nebraska Register of Deeds as instrument no. 2014023396 on June 26, 2014 and in the office of the Saline County, Nebraska Register of Deeds in Book 405 of REC Page 366 on June 26, 2014, granting the Deed Trustee a lien on certain real property of the Corporation and a security interest in certain personal property of the Corporation. The Third Amended and Restated Deed of Trust secures the Corporation’s obligations under the 2010A Note, the 2010A Loan Agreement, the 2010B/C Note, the 2010B/C Loan Agreement, the 2011 Note, the 2011 Loan Agreement, the 2014 Note, the 2014 Loan Agreement and Additional Bonds and Additional Obligations.

15. The County of Saline, Nebraska (“**Saline County**”) issued \$3,155,000 principal amount of its Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project), Series 2015A (the “**Series 2015A Bonds**”), dated January 28, 2015, pursuant to a Trust Indenture dated January 28, 2015 (the “**2015A Indenture**”) between Saline County and the Bond Trustee, the proceeds of which were loaned (the “**2015A Loan**”) to the Trustor pursuant to a Loan Agreement dated January 28, 2015 (the “**2015A Loan Agreement**”) between Saline County and the Trustor. To evidence the 2015A Loan and to provide for the

payment of the Series 2015A Bonds, the Corporation executed and delivered its Promissory Note dated January 28, 2015 in the principal amount of \$3,155,000 (the “**2015A Note**”). The proceeds of the Series 2015A Bonds were used to refund all of the then-outstanding Series 2010A Bonds.

16. The Lancaster Authority issued \$3,100,000 principal amount of its Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project), Series 2015B (the “**Series 2015B Bonds**”), dated January 28, 2015, pursuant to a Trust Indenture dated January 28, 2015 (the “**2015B Indenture**”) between the Lancaster Authority and the Bond Trustee, the proceeds of which were loaned (the “**2015B Loan**”) to the Trustor pursuant to a Loan Agreement dated January 28, 2015 (the “**2015B Loan Agreement**”) between the Lancaster Authority and the Trustor. To evidence the 2015B Loan and to provide for the payment of the Series 2015B Bonds, the Corporation executed and delivered its Promissory Note dated January 28, 2015 in the principal amount of \$3,100,000 (the “**2015B Note**”). The proceeds of the Series 2015B Bonds were used to refund all of the then-outstanding Series 2010B Bonds.

17. In connection with the issuance of the Bonds, and to amend certain provisions of the Third Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement, the Trustor executed and delivered a Fourth Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement, dated April __, 2015 (the “**Fourth Amended and Restated Deed of Trust**”), to the Deed Trustee for the benefit of the Bond Trustee, as beneficiary, filed of record in the office of the Lancaster County, Nebraska Register of Deeds as instrument no. _____ on _____, 2015 and in the office of the Saline County, Nebraska Register of Deeds in Book ___ of REC Page ___ on _____, 2015, granting the Deed Trustee a lien on certain real property of the Corporation and a security interest in certain personal property of the Corporation. The Fourth Amended and Restated Deed of Trust secures the Corporation’s obligations under the 2011 Note, the 2011 Loan Agreement, the 2014 Note, the 2014 Loan Agreement, the 2015A Note, the 2015A Loan Agreement, the 2015B Note, the 2015B Loan Agreement, the Loan Agreement, the Note and Additional Bonds and Additional Obligations.

18. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, legal and binding obligations of the Issuer, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made herein for the security of the payment of the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms of this Indenture, have in all respects been duly authorized.

GRANTING CLAUSES

To declare the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture, to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, and the purchase and acceptance of the Bonds by the owners thereof, the Issuer transfers in trust, pledges and assigns to the Trustee, and grants a security interest to the Trustee in, the following described property (said property referred to herein as the “**Trust Estate**”):

- (a) all right, title and interest of the Issuer (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Loan Agreement, including, without

limitation, all Loan Payments and other payments to be received by the Issuer and paid by the Corporation under and pursuant to and subject to the provisions of the Loan Agreement (except the Issuer's rights to payment of its fees and expenses and to indemnification as set forth in the Loan Agreement and as otherwise expressly set forth therein), (2) the Note, (3) the Deed of Trust and the Encumbered Property encumbered and pledged thereunder, (4) the Guaranty Agreement (hereinafter defined), and all financing statements or other instruments or documents evidencing, securing or otherwise relating to the loan of the proceeds of the Bonds;

(b) all moneys and securities (except moneys and securities held in the Rebate Fund) from time to time held by the Trustee in the funds and accounts under the terms of this Indenture; and

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. For all purposes of this Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Indenture shall have the following meanings:

“Act” means Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as from time to time amended.

“Additional Obligations” means any Indebtedness of the Corporation issued or incurred by the Corporation in accordance with **Section 6.1** of the Loan Agreement and secured on a parity with the Note, which obligations may be issued to any Person including Persons other than the Issuer.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal of which becomes due and payable (either by maturity or mandatory redemption), or may become due and payable or may be required to be purchased or redeemed upon demand of the holder, during the same fiscal year, if such principal becoming due and payable is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such fiscal year.

“Bond” or **“Bonds”** means any bond or bonds authenticated and delivered under and pursuant to this Indenture.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the Bonds among the Issuer, the Corporation and the Original Purchaser.

“Book-Entry System” means the book-entry system maintained by the Securities Depository described in **Section 210** of this Indenture.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed.

“Commitment Indebtedness” means the obligation of the Corporation to repay amounts disbursed pursuant to a binding commitment from a financial institution (including a line of credit, letter of credit, standby bond purchase agreement, reimbursement agreement or similar credit or liquidity facility or arrangement established in connection with the issuance or incurrence of any Indebtedness of the Corporation) to refinance, pay, purchase or redeem when due, tendered or required to be paid, purchased or redeemed, other Indebtedness of the Corporation which was incurred or issued in accordance with the provisions of the Loan Agreement, and the obligation of the Corporation to pay interest payable on amounts disbursed for such purposes, plus any fees payable to such financial institution for such commitment; provided, however, that such term shall not include any liabilities for contributions to self-insurance programs required or permitted to be maintained under the Loan Agreement.

“Completion Indebtedness” means Long-Term Indebtedness of the Corporation incurred for the purpose of financing, without materially changing the scope thereof, (a) the completion of facilities for which Long-Term Indebtedness was previously incurred under the provisions of the Loan Agreement, or (b) the improvement, replacement or substitutions for, or additions to, facilities for which Long-Term Indebtedness was previously incurred, necessitated by faulty design, damage to or destruction of such facilities, or required by enactment of legislation or the promulgation of any ruling affecting the operation of the Corporation by a government agency.

“Consultant’s Report” means a written report of an individual consultant or accountant or firm of consultants or accountants, selected by the Corporation and acceptable to the Trustee, having the skill and experience necessary to render the particular report, certification or service required by this Indenture or the Loan Agreement and having a favorable reputation for such skill and experience, which individual or firm shall have no interest, direct or indirect, in the Corporation, and, in the case of an individual, shall not be a director, officer or employee of the Corporation, and, in the case of a firm, shall not have a partner, member, director, officer or employee who is a director, officer or employee of the Corporation.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking of even date herewith, executed by the Corporation, as from time to time amended in accordance with the provisions thereof.

“Corporation” means Tabitha, Inc., a Nebraska nonprofit corporation, and its successors and assigns.

“Corporation Representative” means the Chair of the Board of Directors or Chief Executive Officer or the Chief Financial Officer of the Corporation and any other person or persons at the time designated to act on behalf of the Corporation in matters relating to the Indenture and the Loan Agreement as evidenced by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by the Chair of the Board of Directors, the Chief Executive Officer or the Chief Financial Officer. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Corporation Representative.

“Costs of Issuance” means issuance costs with respect to the Bonds, including but not limited to the following:

- (a) underwriting spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees (including bond counsel, underwriter counsel, Issuer counsel, Corporation counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor to the Issuer or the Corporation incurred in connection with the issuance of the Bonds;
- (d) rating agency fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Bonds;
- (g) printing costs (for the Bonds and of the preliminary and final Official Statement relating to the Bonds); and
- (h) fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

“Costs of the Project” means costs permitted under the Act to be paid out of proceeds of Bonds with respect to the Project, including the total of all reasonable or necessary expenses incidental to the acquisition, construction, reconstruction, repair, alteration, improvement and extension of the Project, including without limitation: the expenses of studies and surveys, land title and mortgage title policies, architectural and engineering services and the cost of legal, organization or marketing services; financial and underwriting fees and expenses; the cost of acquiring or demolishing existing structures, developing the site of and constructing and equipping a new building constituting a part of the Project; rehabilitating, reconstructing, repairing or remodeling existing buildings constituting a part of the Project; and all other necessary and incidental expenses, including interest during construction on Bonds issued to finance the Project to a date subsequent to the estimated date of completion thereof, and any other costs permitted by the Act.

“Debt Service Fund” means the fund by that name created by **Section 401** of this Indenture.

“Debt Service Requirements” means, for the period of time for which calculated, the aggregate principal payments (whether at maturity, or upon mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest payments required to be made during such period on Outstanding Long-Term Indebtedness; provided that (a) the amount of such payments for any future period shall be calculated in accordance with the assumptions contained in **Section 6.4** of the Loan Agreement, and (b) such payments shall be excluded from Debt Service Requirements to the extent that such payments were paid or are payable from Escrowed Deposits or from the proceeds of Refunding Indebtedness or other Long-Term Indebtedness (e.g., accrued and capitalized interest).

“Deed of Trust” means the Fourth Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement dated April __, 2015, from the Corporation to the deed of trust trustee named therein for the benefit of the Trustee (in the capacity indicated therein) and its successors and assigns.

“Defeasance Obligations” means the following:

- (a) Government Obligations which are not subject to redemption prior to maturity; or
- (b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:
 - (1) the obligations (A) are not subject to redemption prior to maturity, or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
 - (2) the obligations are fully secured by cash or noncallable Government Obligations that may be applied only to payment of principal of, premium, if any, and interest payments on such obligations;
 - (3) the sufficiency of such cash and noncallable Government Obligations to pay in full all principal of, interest, and premium, if any, on such obligations has been verified by the report of an independent certified public accountant and no substitution of Government Obligations shall be permitted except with cash or other Government Obligations and upon delivery of a new verification;
 - (4) such cash and Government Obligations serving as security for the obligations are held in an irrevocable escrow by an escrow agent or a trustee in trust for the owners of such obligations, at least one year has passed since the establishment of such escrow and the issuer of such obligations is not, and has not been since the establishment of such escrow, a debtor in a proceeding commenced under the United States Bankruptcy Code;
 - (5) the Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel (who, for purposes of such opinion, may assume that no Owner is an “insider”, as defined in the United States Bankruptcy Code) to the effect that the cash and Government Obligations in such escrow are not available to satisfy any other claims, including those against the trustee or escrow agent, and that the payment of principal of and interest on such obligations made from such escrow would not be avoidable as preferential payments and recoverable under the United States Bankruptcy Code should the obligor or any other person

liable on such obligations become a debtor in a proceeding commenced under the United States Bankruptcy Code;

(6) the Trustee has received an Opinion of Bond Counsel delivered in connection with the original issuance of such obligations to the effect that the interest on such obligations was exempt for purposes of federal income taxation, and the Trustee has received an Opinion of Bond Counsel delivered in connection with the establishment of the irrevocable escrow to the effect that the establishment of the escrow will not result in the loss of any exemption for purposes of federal income taxation to which interest on such obligations would otherwise be entitled; and

(7) the obligations are rated in the highest rating category by a nationally recognized securities Rating Agency.

“Encumbered Property” means the Real Property and Personal Property described in the Granting Clauses of the Deed of Trust and which is subject to the lien and security interest of the Deed of Trust, but excluding therefrom any Real Property or Personal Property released from the lien of the Deed of Trust pursuant to the provisions thereof.

“Event of Taxability” means the final adoption of legislation or regulations, or the issuance of a statutory notice of deficiency or a ruling by the Internal Revenue Service, or a final decision of a court of competent jurisdiction, which holds in effect that the interest payable on any Bond is not excludable from the gross income of a Owner for federal income tax purposes by reason of the failure of the Bonds to qualify for the exemption provided for in Section 145 of the Internal Revenue Code, or failure to comply with the limitation on investments and the related rebate requirements imposed by Section 148 of the Internal Revenue Code, or for any other reason; provided, however, no such Event of Taxability shall be deemed to have occurred until the expiration or waiver of all periods for appeal; and, provided further, that in the event the Event of Taxability is contested by the Corporation in the name of any Owner, then all final decisions regarding such contest shall be made by the Owner and shall be binding on the Corporation; provided, however, if the Owner at any time refuses to permit the Corporation to contest the Event of Taxability then the interest on the Bonds shall not be deemed to be taxable within the meaning of this definition.

“Expenses” means, for any period of time for which calculated, the total of all operating and non-operating expenses and losses incurred during such period by the Corporation, determined in accordance with generally accepted accounting principles, other than (a) interest expense, (b) depreciation and amortization, (c) unrealized losses on investments and assets limited as to use, (d) extraordinary losses resulting from the early extinguishment of debt, the sale or other disposition of assets not in the ordinary course of business or any reappraisal, revaluation or write-down of assets, and any other extraordinary losses or expenses, and (e) expenses relating to operations of the Corporation that are wholly funded with the proceeds of grants.

“Facilities” means any and all rights, titles and interests of the Corporation, in and to health care or any other facility in which the Corporation has ownership or other legal interests (including all real property and fixtures comprising any such facility and all related revenues generated by and attributable to any such facility), all land, leasehold interests, buildings, fixtures and equipment and any and all other tangible property, whether real or personal, wherever situated and whether now owned or hereafter acquired; provided, however, that Facilities do not include:

- (a) the property known as Tabitha Village,
- (b) the property known as The Walter Project,
- (c) the property constituting the Memory Care Center;
- (d) any other property financed by the United States Department of Housing and Urban Development; and
- (e) the property known as the Tabitha Nursing Center in Crete, Nebraska skilled nursing facility.

“Financing Documents” means this Indenture, the Bonds, the Loan Agreement, the Note, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Tax Compliance Agreement, the Deed of Trust, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“Foundation” means The Tabitha Foundation, a Nebraska nonprofit corporation of which the Corporation is the sole member.

“Government Obligations” means the following:

- (a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and
- (b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations for which the full and timely payment of the principal and interest is unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“Guarantor” means The Tabitha Foundation, a nonprofit corporation duly organized and validly existing under the laws of the State, and its successors and assigns.

“Guaranty” means an obligation of the Corporation guaranteeing in any manner, whether directly or indirectly, any indebtedness or other obligation of any other Person which indebtedness or obligation would constitute Indebtedness if such Person were the Corporation.

“Guaranty Agreement” means the Guaranty Agreement of even date herewith, between the Foundation and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Historical Debt Service Coverage Ratio” means, for any historical period of time, the ratio determined by dividing (a) a numerator equal to the Net Revenues Available for Debt Service of the Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) for that period, by (b) a

denominator equal to the Debt Service Requirements for Long-Term Indebtedness of the Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) for such period.

“Historical Pro Forma Debt Service Coverage Ratio” means, for any historical period of time, the ratio determined by dividing (a) a numerator equal to the Net Revenues Available for Debt Service of the Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) for that period, by (b) a denominator equal to the Maximum Annual Debt Service Requirements of the Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) for the Long-Term Indebtedness then Outstanding (other than any Long-Term Indebtedness being refunded with the Long-Term Indebtedness then proposed to be issued) and the Long-Term Indebtedness proposed to be issued.

“Indebtedness” means all indebtedness or obligations of the Corporation for the repayment of borrowed money (including capital leases, installment purchase contracts and guarantees of indebtedness) shown as liabilities on the balance sheet of the Corporation or which are properly capitalized on the balance sheet of the Corporation in accordance with generally accepted accounting principles (including obligations evidenced or secured by Note and obligations not evidenced or secured by the Note). Indebtedness does not include the following:

(a) any portion of any Indebtedness that is payable from Escrowed Deposits and is deemed to be discharged or defeased in accordance with the terms of the instrument or instruments creating or evidencing such Indebtedness;

(b) liabilities incurred by the endorsement for collection or deposit of checks or drafts received in the ordinary course of business or overdrafts to banks to the extent there are immediately available funds sufficient to pay such overdrafts and such overdrafts are incurred and corrected in the normal course of business;

(c) accounts payable and similar liabilities (other than for the repayment of borrowed money) incurred in the ordinary course of business;

(d) liabilities payable out of current payments for the funding of employee pension plans, retiree benefits other than pensions, health plans and other benefit programs, contributions to self-insurance or pooled-risk insurance programs and estimated long-term self-insurance liability, and the funding of reserves for deferred taxes, deferred revenues, deferred compensation, and similar such liabilities;

(e) obligations under contracts for supplies, services or pensions allocated to the current operating expenses of future years in which the supplies are to be furnished, the services rendered or the pensions paid;

(f) rentals payable under leases which are not capitalized under generally accepted accounting principles; and

(g) any other obligations that do not constitute indebtedness under generally accepted accounting principles.

“Indenture” means this Trust Indenture as originally executed by the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

“Insurance Consultant” means an individual or firm, selected by the Corporation and acceptable to the Trustee, qualified to survey risks and to recommend insurance coverage for organizations engaged in like operations to those of the Corporation and having a favorable reputation for skill and experience in such surveys and such recommendations, which individual or firm shall have no interest, direct or indirect, in the Corporation and in the case of an individual, shall not be a director, officer or employee of the Corporation, and, in the case of a firm, shall not have a partner, member, director, officer or employee who is a director, officer or employee of the Corporation and who may be a broker or agent with whom the Corporation transacts business.

“Interest Payment Date” means _____ and _____ of each year, commencing _____, 20__ until maturity or earlier redemption of the Bonds.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Issuer” means **The County of Lancaster, Nebraska**, and its successors and assigns or any body, agency or instrumentality of the State of Nebraska succeeding to or charged with the powers, duties and functions of the Issuer.

“Issuer Representative” means (a) the Chair, Vice Chair of the Issuer, (b) such other person or persons at the time designated to act on behalf of the Issuer in matters relating to the Indenture and the Loan Agreement as evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Issuer by its Chair or Vice Chair, and (c) any other duly authorized officer of the Issuer whose authority to execute any particular instrument or take a particular action under the Indenture or the Loan Agreement shall be evidenced to the satisfaction of the Trustee.

“Lancaster Authority” means the Hospital Authority No. 1 of Lancaster County, Nebraska.

“Loan” means the loan of the proceeds of the Bonds made by the Issuer to the Corporation pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement of even date herewith, between the Issuer and the Corporation, as from time to time amended by Supplemental Loan Agreements in accordance with the provisions of the Loan Agreement.

“Loan Payments” means the payments of principal and interest on the Loan referred to in **Section 4.1** of the Loan Agreement.

“Long-Term Indebtedness” means (a) Indebtedness having an original stated maturity or term greater than one year, or (b) Indebtedness having an original stated maturity or term equal to or less than one year that is renewable or extendable at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof, or with respect to which the Corporation has incurred Commitment Indebtedness that would refinance such Indebtedness for a period extending beyond one year from the date of original issuance or incurrence thereof.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any succeeding fiscal year; provided, however, that with respect to any calculation for which historical debt service coverage is being calculated, the current fiscal year shall be deemed to be the fiscal year with respect to which historical debt service coverage is being calculated.

“Net Proceeds”, when used with respect to any damage, destruction, condemnation or loss of title, means the gross proceeds from any insurance (or self-insurance) relating to damage or destruction of any Property of the Corporation, or condemnation award with respect to condemned Property or realization of title insurance with respect to any deficiency or loss of title to any Property, remaining after the payment of all expenses (including attorneys’ fees and any expenses of the Issuer or the Trustee) incurred in the collection of such gross proceeds.

“Net Revenues Available for Debt Service” means, for any period of calculation, total Unrestricted Revenues less total unrestricted expenses, plus depreciation, interest expenses, realized losses on investments determined to be other than temporary, amortization of bond discount and capitalized or funded financing expenses, determined in accordance with generally accepted accounting principles.

“Non-Recourse Indebtedness” means any Indebtedness secured by a lien on property, plant or equipment, the liability for which is effectively limited to such property, plant or equipment subject to such lien with no recourse, directly or indirectly, to any other property or to the general credit of the Corporation.

“Note” means the Promissory Note, Series 2015C.

“Officer’s Certificate” means a written certificate of the Corporation signed by the Corporation Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Corporation with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

“Opinion of Bond Counsel” means a written opinion of Gilmore & Bell, P.C., or other legal counsel acceptable to the Issuer and the Trustee who is nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion of any legal counsel having expertise in the matters covered in such opinion and acceptable to the Corporation and the Trustee and, to the extent the Issuer is asked to take action in reliance thereon, the Issuer, who may be an employee of or counsel to the Corporation or the Trustee.

“Original Purchaser” means Ameritas Investment Corp., underwriter of the Bonds under the Bond Purchase Agreement.

“Outstanding” means the following:

(a) with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except the following:

(1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in **Section 210** of this Indenture;

(2) Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Trustee in trust for the owners of such Bonds as provided in **Section 1001** of this Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture; and

(4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 209** of this Indenture; and

(b) with respect to Notes and other Indebtedness, as of the date of determination, all Notes and other Indebtedness theretofore issued or incurred by the Corporation, except Notes and Indebtedness to the extent the obligation to make payments on such Note or Indebtedness has been discharged in accordance with the terms of the instrument or instruments creating or evidencing such Note or Indebtedness.

“**Owner**” means the Person in whose name a Bond is registered on the books for the registration, transfer and exchange of Bonds kept by the Trustee.

“**Permitted Encumbrances**” means, with respect to Property of the Corporation as of any particular time, the following:

(a) the lien and security interest of the Loan Agreement, the Deed of Trust, and any other liens or security interest in Property that equally and ratably secure the Note and all Additional Obligations on a parity basis;

(b) liens for taxes, assessments, and other governmental charges not delinquent, or if delinquent are being contested in good faith by appropriate proceedings and as to which the Corporation shall have set aside on its books adequate reserves with respect thereto;

(c) mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s liens not filed of record and similar charges not delinquent, or if filed of record are being contested in good faith and have not proceeded to judgment and as to which the Corporation shall have set aside on its books adequate reserves with respect thereto;

(d) liens in respect of judgments or awards with respect to which the Corporation is in good faith currently prosecuting an appeal or proceedings for review, and with respect to which the Corporation shall have secured a stay of execution pending such appeal or proceedings for review, provided the Corporation shall have set aside on its books adequate reserves with respect thereto;

(e) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions that do not materially affect the marketability of title to such Property and do not in the aggregate materially impair the use of such Property for the purposes for which it is held by the Corporation;

(f) such minor defects and irregularities of title as normally exist with respect to property similar in character to the Property affected thereby and which do not materially affect the marketability of title to or value of such Property and do not materially impair the use of such Property for the purposes for which it is held by the Corporation;

(g) zoning laws, ordinances or regulations and similar restrictions that are not violated by the Property affected thereby;

(h) statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal or state statutes;

(i) statutory liens and rights of setoff granted to banks or other financial institutions with respect to funds on deposit in the ordinary course of business;

(j) all right, title and interest of the state, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(k) rights reserved to, or vested in, any municipality or governmental or other public authority by virtue of any franchise, license, contract or statute to control or regulate any Property of the Corporation, or to use such Property in any manner, or to purchase, or designate a purchaser of or order the sale of, any Property of the Corporation upon payment of cash or reasonable compensation therefor, or to terminate any franchise, license or other rights;

(l) liens on moneys deposited by patients or others with the Corporation as security for or as prepayment of the cost of patient care, liens due to rights of third party payors for recoupment of excess reimbursement paid to the Corporation, and liens of residents of life care, elderly housing or similar facilities on endowment or similar funds deposited by or on behalf of such residents;

(m) liens arising by reason of (1) good faith deposits with the Corporation in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), (2) deposits by the Corporation to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, (3) deposits as security for the payment of taxes or assessments or other similar charges, and (4) deposits with, or the giving of any form of security to, any municipality or governmental or other public authority for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Corporation to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(n) restrictions on Property received by the Corporation through gifts, grants, bequests, contributions or donations imposed by the donor or grantor of such Property and which consist solely of restrictions on the use of such Property or the income therefrom;

(o) liens on and security interests in the proceeds of Indebtedness prior to the application of such proceeds or any debt service fund, reserve fund, escrow fund or similar fund established to secure the payment of Indebtedness;

(p) liens existing on Property at the time of its acquisition by the Corporation through purchase, lease or otherwise, or liens existing on Property of a Person on the date such Person merges into or consolidates with the Corporation that were not imposed or incurred in contemplation of such Person merging into or consolidating with the Corporation; provided, that no such lien may be increased, extended, renewed, or modified after such date to apply to any Property of the Corporation not subject to such lien on such date unless such lien as so increased, extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;

(q) leases, under which the Corporation is lessor, that relate to Property of the Corporation which is of a type that is customarily the subject of such leases including leases of office space for physicians, food service facilities, parking facilities, day care centers, gift shops, barber shops, beauty shops, flower shops, radiology, pathology or other specialty services, and pharmacy and similar departments; and any other leases entered into in accordance with the disposition of Property provisions of the Loan Agreement;

(r) purchase money mortgages, security interests, and liens securing Purchase Money Indebtedness, placed upon Property in order to obtain the use of such Property or to secure a portion of the purchase price thereof;

(s) liens on Property securing Commitment Indebtedness issued in support of any Long-Term Indebtedness which are equal in rank and priority with or subordinate to the liens granted to secure the Long-Term Indebtedness;

(t) liens on Property securing Subordinated Indebtedness, provided that a superior lien on the same Property is granted to secure the Note and all Additional Obligations;

(u) liens on Property which are existing at the date of this Indenture and the Loan Agreement; provided that no such lien (or the amount of Indebtedness secured thereby) may be increased, extended, renewed or modified to apply to any Property of the Corporation not subject to such lien on such date unless such lien as so increased, extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;

(v) any other lien or encumbrance created or incurred in the ordinary course of business which does not secure, directly or indirectly, the repayment of borrowed money or the payment of installment sales contracts or capital leases and which, individually or in the aggregate, does not materially impair the value or the utility of the Property subject to such lien or encumbrance;

(w) any other liens on Property expressly permitted by the Loan Agreement or approved in writing by the owners of all of the Bonds; and

(x) any lien on the real estate described on **Exhibit D** to the Loan Agreement.

“Permitted Investments” means, if and to the extent the same are at the time legal for investment of funds held under this Indenture, the following:

(a) Government Obligations;

(b) bonds, notes or other obligations of any state of the United States or any political subdivision of any state, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized Rating Agency;

(c) certificates of deposit or time or demand deposits constituting direct obligations of any bank, bank holding company, savings and loan association or trust company organized under the laws of the United States or any state thereof (including the Trustee or any of its affiliates), except that investments may be made only in certificates of deposit or time or demand deposits which are:

(1) insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or any other similar United States Government deposit insurance program then in existence;

(2) continuously and fully secured by Government Obligations, which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time or demand deposits; or

(3) issued by a bank, bank holding company, savings and loan association or trust company organized under the laws of the United States or any state thereof (including the Trustee or any of its affiliates) whose outstanding unsecured long-term debt is rated at the time of issuance in either of the two highest rating categories by a nationally recognized Rating Agency;

(d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United States or any state thereof (including the Trustee or any of its affiliates), that are continuously and fully secured by Government Obligations and which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements, provided that each such repurchase agreement conforms to current industry standards as to form and time, is in commercially reasonable form, is for a commercially reasonable period, results in transfer of legal title to identified Government Obligations which are segregated in a custodial or trust account for the benefit of the Trustee, and further provided that Government Obligations acquired pursuant to such repurchase agreements shall be valued at the lower of the then current market value thereof or the repurchase price thereof set forth in the applicable repurchase agreement;

(e) investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized Rating Agency;

(f) short term discount obligations of the Fannie Mae and the Government National Mortgage Association; and

(g) money market mutual funds (1) that invest in Government Obligations or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (2) that are rated in either of the two highest categories by a nationally recognized Rating Agency.

“Person” means any natural person, firm, association, corporation, partnership, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“Personal Property” has the meaning ascribed to such term in the Deed of Trust.

“Prime Rate” means, for any date of determination, the interest rate per annum publicly announced from time to time by the Trustee as its “prime rate”, such interest rate to change automatically as of the opening of business on the effective date of any change in the Prime Rate. If for any reason the Prime Rate shall be suspended or shall not be identifiable on any interest payment date, the Prime Rate shall be deemed to be 200 basis points above the 6 month United States Treasury Bill rate of interest at the most recent auction.

“Project” means the acquisition, construction, equipping and furnishing of two new 17-bed skilled nursing facilities to be located at the northeast corner of 13th Street and Iris Avenue in Crete, Nebraska and moving existing operations at the 44-bed Tabitha Nursing Center in Crete, Nebraska “ToC” facility to such new facilities, the costs of which will be paid, or for which the Corporation will be reimbursed or which will be refinanced, in whole or in part, from the proceeds of the sale of the Bonds or from the proceeds of loans refinanced, in whole or in part, from the proceeds of the sale of the Bonds; provided, however, that the Corporation may make changes and amendments to the Project as provided in the Loan Agreement.

“Project Fund” means the fund by that name created by **Section 401** of this Indenture.

“Projected Debt Service Coverage Ratio” means, for any future period, the ratio determined by dividing (a) a numerator equal to the projected Net Revenues Available for Debt Service for that period, by (b) a denominator equal to the Maximum Annual Debt Service for the Long-Term Indebtedness expected to be Outstanding during such period.

“Property” means, with respect to the Corporation, any and all rights, titles and interests of the Corporation in and to all land, leasehold interests, buildings, fixtures and equipment comprising the primary operations of the Corporation, including the health care facilities of the Corporation known as Tabitha Healthcare Services and located in Lincoln, Nebraska, and including the Garden Square of Crete assisted living facility in Crete, Nebraska, and any and all other property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired; provided, however, that Property of the Corporation shall not include (a) any assets of “employee pension benefit plans” as defined in the Employee Retirement Income Security Act of 1974, as amended, (b) any assets of a self-insurance trust which prohibits any application of such assets for purposes which are not related to claims as defined in the governing trust document, (c) all endowment funds and property derived from gifts, grants, research contracts, bequests, donations and contributions made to or with the Corporation which are specifically restricted by the donor, testator or grantor to a particular purpose, and the income and gains derived therefrom, (d) the real estate and other property described in **Exhibit D** to the Loan Agreement, and all improvements, fixtures, tangible personal property and equipment located on such real estate and used in connection therewith, and (e) any other property, which may be established by the Corporation in an Officer’s Certificate delivered to the Trustee, upon which none of the primary operations of the Corporation are conducted and which does not constitute a material or integral part of the primary operations of the Corporation and is not material in the generation of Net Revenues Available for Debt Service.

“Property, Plant and Equipment” means all Property of the Corporation that is classified as property, plant and equipment as shown on the balance sheet of the Corporation, determined in accordance with generally accepted accounting principles.

“Purchase Money Indebtedness” means Indebtedness incurred by the Corporation pursuant to a purchase money contract, conditional sale agreement, installment purchase contract, capitalized lease, or other similar debt or title retention agreement in connection with the acquisition of real or personal property and secured by a purchase money mortgage, security interest or lien with respect to the property acquired by the Corporation, where the lien of the seller or lender under such agreement is limited to such property, the proceeds of such property and any related software.

“Qualified Financial Institution” means a bank, trust company, national banking association, insurance company or other financial services company or entity, whose unsecured long term debt obligations (in the case of a bank, trust company, national banking association or other financial services company or entity) or whose claims paying abilities (in the case of an insurance company) are rated in one of the two highest rating categories by a nationally recognized Rating Agency.

“Real Property” has the meaning ascribed to such term in the Deed of Trust.

“Rebate Fund” means the fund by that name created by **Section 401** hereof.

“Record Date” means the _____ day (whether or not a Business Day) preceding the month in which an interest payment date occurs.

“Refunding Indebtedness” means Long-Term Indebtedness issued for the purpose of refunding other Long-Term Indebtedness (including Long-Term Indebtedness commonly referred to as current refunding indebtedness, advance refunding indebtedness or cross-over refunding indebtedness where the proceeds of such Refunding Indebtedness are deposited in an irrevocable escrow or trust account to secure the payment on the applicable payment dates of the interest and principal on such Refunding Indebtedness and/or the Indebtedness being refunded).

“Revenues” means, for any period of time for which calculated, the total of all operating and non-operating revenues and gains derived by the Corporation during such period, determined in accordance with generally accepted accounting principles, including (a) gross patient and resident service revenues less contractual allowances and provisions for uncollectible accounts, free care and discounted care, plus (b) other operating revenues less applicable allowances, plus (c) non-operating revenues; provided, however, that no determination thereof shall take into account (1) income derived from Escrowed Deposits, (2) unrealized gains on investments and assets limited as to use, (3) extraordinary gains resulting from the early extinguishment of debt or the sale, exchange or other disposition of property not in the ordinary course of business, or the reappraisal, reevaluation or write-up of assets, or any other extraordinary gains, (4) gifts, grants, bequests or donations restricted as to use by the donor or grantor for a purpose inconsistent with the payment of Debt Service Requirements, (5) insurance (other than business interruption) and condemnation proceeds and (6) income, the use of which is restricted under contracts with the United States Department of Housing and Urban Development. For purposes of any calculation that is made with reference to both Revenues and Expenses, any deduction or reduction from revenues otherwise required by the preceding provisions of this definition shall not be made if and to the extent that the amount of such deduction is included in Expenses.

“Saline Authority” means Hospital Authority No. 1 of Saline County, Nebraska.

“Securities Depository” means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, acting as securities depository under a Book-Entry System.

“Short-Term Indebtedness” means Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original incurrence.

“Subordinated Indebtedness” means Indebtedness that by the terms thereof is specifically junior and subordinate to the Bonds, the Note and any Additional Obligations with respect to payment of principal and interest thereon.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article IX** of this Indenture.

“Supplemental Loan Agreement” means any agreement supplemental or amendatory to the Loan Agreement entered into by the Issuer and the Corporation pursuant to **Article VIII** of the Loan Agreement.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, among the Issuer, the Corporation, the Guarantor and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Tax-Exempt Organization” means a nonprofit organization, organized under the laws of the United States of America or any state thereof, that is an organization described in Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code, and is not a “private foundation” within the meaning of Section 509(a) of the Internal Revenue Code, or corresponding provisions of federal income tax laws from time to time in effect.

“THC” means Tabitha Housing Corporation, a Nebraska nonprofit corporation of which the Foundation was the sole member, which has been merged into Tabitha, Inc.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means BOKF, National Association, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Unrestricted Net Assets” means the unrestricted net assets of the Corporation, as reflected on the most recently completed audited financial statements of the Corporation or other equivalent accounting classification representing the net worth of an entity.

“Unrestricted Revenues” means all income, revenues, receipts and other moneys received by or on behalf of the Corporation and its affiliates (excluding Tabitha ALF Real Estate Holding, Inc.) from any source and all rights to receive the same whether in the form of accounts, contract rights, chattel paper, instruments, general intangibles or other rights now owned or hereafter acquired by the Corporation, and all proceeds therefrom whether cash or noncash, all as defined in Article 9 of the Uniform Commercial Code of the State; excluding, however, gifts, grants, bequests, donations and contributions to the Corporation made, and the income and gains derived therefrom, which are specifically restricted by the

donor, testator or grantor to a particular purpose which is inconsistent with their use for payments required under the Loan Agreement or on the Note.

“**Value**”, as of any particular time of determination, means, (a) with respect to cash the face value thereof and (b) with respect to any investments, the lower of the cost of the investment or the market price of the investment on the date of valuation.

Section 102. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Amount and Title of Bonds. No Bonds may be issued under this Indenture except in accordance with this Article. The Bonds shall be issued and secured under this Indenture to make a loan to the Corporation for the purposes set forth in the Recitals. The total principal amount of Bonds that may be issued as provided in **Section 202** hereof is hereby expressly limited to \$_____.

Section 202. Authorization of Bonds. There shall be issued under and secured by this Indenture Bonds in the aggregate principal amount of \$_____, consisting of \$_____ Series 2015C Bonds for the purpose of providing funds to (a) finance, refinance and reimburse Costs of the Project and (b) pay certain Costs of Issuance. The Bonds shall be dated the date of their issuance and

delivery, shall mature on _____ in the years and in the respective principal amounts (subject to prior redemption as provided in **Article III**), shall be ratably secured, and shall bear interest at the respective rates per annum, as follows:

\$ _____		
HEALTHCARE REVENUE BONDS, SERIES 2015C		
MATURITY (January 15)	PRINCIPAL AMOUNT	INTEREST RATE
20__	\$	%

The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on January 15 and July 15 of each year, beginning _____, 20__.

The Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee the following documents shall be filed with the Trustee:

(a) A copy, certified by the clerk, deputy clerk or other authorized officer of the Issuer, of the resolution adopted by the Issuer authorizing the issuance of the Bonds and the execution of this Indenture, the Loan Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement and the other Financing Documents to which it is a party.

(b) A copy, certified by the secretary, assistant secretary or other authorized officer of the Corporation, of the resolutions adopted by the Corporation authorizing the execution and delivery of the Loan Agreement, the Tax Compliance Agreement, the Note, the Bond Purchase Agreement, and the other Financing Documents to which it is a party, and approving this Indenture and the issuance and sale of the Bonds.

(c) A copy, certified by the secretary, assistant secretary or other authorized officer of the Foundation, of the resolution adopted by the Foundation authorizing the execution and delivery of the Guaranty Agreement.

(d) An original executed counterpart of this Indenture, the Loan Agreement, the Deed of Trust, the Tax Compliance Agreement, the Guaranty Agreement and the Continuing Disclosure Undertaking.

- (e) The original, executed and endorsed Note.
- (f) A request and authorization to the Trustee on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Bonds and deliver said Bonds to or upon the order of the original purchasers thereof upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.
- (g) The Opinion of Bond Counsel, dated the date of original issuance of the Bonds, in substantially the form required by the Bond Purchase Agreement.
- (h) Such other opinions, certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

When the documents specified above have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the purchase price of the Bonds. The proceeds of the sale of the Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article IV** hereof.

Section 203. Method and Place of Payment. The Trustee shall act as paying agent for the purpose of effecting payment of the principal of, redemption premium, if any, and interest on the Bonds. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or redemption price of on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office or at such other office designated by the Trustee for such purpose.

The interest payable on each Bond on any interest payment date shall be paid by the Trustee to the registered owner of such Bond as shown on the bond register at the close of business on the Record Date, (a) by check or draft mailed to such registered owner at the address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such owner, or (b) at the written request addressed to the Trustee by any owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions (which shall be located in the continental United States) to which such owner wishes to have such transfer directed, provided such written notice is given by such owner to the Trustee not less than 5 Business Days before the applicable Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

Section 204. Form, Denomination and Numbering and Dating. The Bonds shall be issued as fully registered bonds without coupons in substantially the form set forth in **Exhibit B** attached to this Indenture with such necessary or appropriate variations, omissions and insertions as are permitted or

required by this Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Bonds shall be issued in denominations of **\$5,000** or any multiple thereof and shall be numbered from **R-1** consecutively upward in order of issuance or in such other manner as the Trustee shall designate.

Section 205. Execution and Authentication. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Chair or Vice Chair and attested by the manual or facsimile signature of its Clerk or a Deputy Clerk. If any officer whose manual or facsimile signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless the certificate of authentication thereon is executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Bonds executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

Section 206. Registration, Transfer and Exchange. The Trustee is hereby appointed “bond registrar” for the purpose of registering Bonds and transfers of Bonds as herein provided. The Trustee shall cause to be kept at its principal corporate trust office or other designated payment office a register (referred to herein as the “**bond register**”) in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office or other designated payment office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Owner requesting such transfer or exchange. In the event any registered owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such mailing, or (b) to transfer or exchange any Bond selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such Bonds and ending at the close of business on the relevant interest payment date therefor.

The Person in whose name any Bond is registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture when a Book-Entry System is in effect for the Bonds, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep the bond register on file at its principal corporate trust office or other designated payment office, which shall include a list of the names and addresses of the last known owners of all Bonds and the serial numbers of such Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the bond register may be inspected and copied by the Issuer, the Corporation, or the owners of 10% in principal amount of Bonds Outstanding or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Trustee such security or indemnity as may be required by the Trustee to save each of the Trustee and the Issuer harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

Upon the issuance of any new Bond under this Section, the Issuer and the Trustee may require the payment from the Owner thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed,

lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation of Bonds. All Bonds surrendered to the Trustee for payment, redemption, transfer, exchange or replacement shall be promptly cancelled by the Trustee. The Issuer or the Corporation may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Issuer or the Corporation may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. All cancelled Bonds held by the Trustee shall be destroyed and disposed of by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute and deliver to the Issuer and the Corporation a certificate describing the Bonds so cancelled.

Section 209. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the “**Securities Depository**”), and no beneficial owner will receive certificates representing its respective interest in the Bonds, except in the event the Trustee issues replacement bonds (the “**Replacement Bonds**”) as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among those financial institution for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing exists at the time of such reference (the “**Participants**”) and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in the following paragraph.

If (a) the Corporation determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (b) the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Trustee shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Corporation, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its agent is the owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Corporation, the Trustee or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts owned by the beneficial owners of

the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Corporation.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Corporation may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Bonds are subject to redemption prior to maturity as follows:

(a) **Optional Redemption.** The Bonds maturing January 15, 20__ and thereafter are subject to redemption and payment prior to maturity, at the option of the Issuer, which shall be exercised upon written direction from the Corporation, on _____, 20__ and any date thereafter. Bonds may be redeemed in whole or in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

(b) **Sinking Fund Redemption of Term Bonds.** The Bonds maturing January 15, 20__ are subject to redemption prior to maturity in part by lot by operation of a mandatory sinking fund on January 15 in each of the following years and in the following principal amounts at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. Selection of any Bonds or portions thereof to be redeemed shall be in the sole discretion of the Trustee.

Year (January 15)	Principal Amount
20__	\$
20	
20	
20	
20‡	

‡ Maturity

(c) **Extraordinary Optional Redemption.** The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Issuer, which shall be exercised upon written direction from the Corporation, in whole or in part on any date, at a redemption price equal to 100% of

the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:

(1) all or a substantial portion of the facilities financed or refinanced with the proceeds of the Bonds are damaged or destroyed by fire or other casualty, or title to, or the temporary use of, all or a substantial portion of such facilities are condemned or taken for any public or quasi-public use by any authority exercising the power of eminent domain or title thereto is found to be deficient, to such extent that in the determination of the Corporation (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Corporation is thereby prevented from carrying on its normal operations of such facilities, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance or condemnation awards with respect thereto;

(2) as a result of any changes in the Constitution of the State of Nebraska or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Corporation in good faith, this Indenture or the Loan Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein, or unreasonable burdens or excessive liabilities are imposed upon the Corporation with respect to such facilities or the operation thereof;

(3) the Corporation is required or ordered, by legislative, judicial or administrative action of the United States or of the State of Nebraska, or any agency, department or subdivision thereof, to operate the facilities financed or refinanced with the proceeds of the Bonds in a manner inconsistent with the stated goals, purposes and policies of the Corporation, including without limitation its goals, purposes and policies with respect to its primary operations, and such legislative, judicial or administrative action is applicable to the Corporation because the Corporation is a party to the Loan Agreement; or

(4) if (A) the Corporation determines in good faith that continued operation of the facilities financed or refinanced with the proceeds of the Bonds, or any substantial part thereof, is not financially feasible or is otherwise disadvantageous to the Corporation; (B) as a result thereof, the Corporation sells, leases or otherwise disposes of to a person or entity unrelated to the Corporation, or changes or allows a change in the use of, all of such facilities or any substantial part thereof; and (C) there is delivered to the Issuer and the Trustee an Opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that, unless the Bonds or a specified part thereof are redeemed and retired either prior to or concurrently with such sale, lease or other disposition, or change in use, or on a subsequent date prior to maturity, Bond Counsel is unable to render an unqualified opinion that such sale, lease or other disposition, or change in use, of all or such facilities will not adversely affect the excludability from gross income, for federal income tax purposes, of the interest on the Bonds.

Bonds redeemed upon the occurrence of the events described in this subsection (b) shall be redeemed at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

(d) ***Mandatory Redemption in Event of Taxability.*** If an Event of Taxability occurs with respect to any of the Bonds, all of the Bonds then Outstanding shall be called for redemption and payment

on a redemption date to be established by the Trustee as soon as practicable after the Trustee receives written notice of such Event of Taxability, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Section 302. Election to Redeem; Notice to Trustee. The Issuer shall elect to redeem Bonds subject to optional redemption upon receipt of a written direction of the Corporation. In case of any redemption at the election of the Issuer, the Issuer shall, at least 45 days prior to the redemption date (unless a shorter notice is satisfactory to the Trustee) give written notice to the Trustee directing the Trustee to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption.

The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture or under any Supplemental Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer or the Corporation and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 303. Selection by Trustee of Bonds to be Redeemed. Bonds may be redeemed only in the principal amount of \$5,000 or any multiple thereof.

If less than all Bonds are to be redeemed and paid prior to maturity pursuant to **Section 301(a)** or **301(b)** hereof, such Bonds shall be redeemed from the maturity or maturities selected by the Corporation. If less than all Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by lot and which may provide for the selection for redemption of portions equal to \$5,000 of the principal of Bonds of a denomination larger than \$5,000.

Section 304. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be mailed by the Trustee on behalf of the Issuer by first class mail or prepaid overnight delivery service, at least 30 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption shall be dated and shall state the following:

- (a) the redemption date;
- (b) the redemption price;
- (c) the principal amount (and, in the case of partial redemption, the respective principal amounts, identification numbers and maturity dates) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(e) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be a principal corporate trust office or designated payment office of the Trustee.

With respect to optional redemptions, such notice may be conditional upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, shall give further notice by first class mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and by facsimile to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed, (2) the date of issue of the Bonds as originally issued, (3) the rate of interest borne by each Bond being redeemed, (4) the maturity date of each Bond being redeemed, and (5) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given to the registered owners of the Bonds as above prescribed.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 305. Deposit of Redemption Price. On or prior to any redemption date, the Issuer shall deposit with the Trustee, from moneys provided by the Corporation, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Section 306. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, the redemption price of such Bond shall be paid by the Trustee to the registered owner in immediately available funds by close of business on the redemption date. Installments of interest with a due date on or prior to the redemption date shall be payable to the

owners of the Bonds registered as such on the bond register on the relevant Record Dates according to the terms of such Bonds and the provisions of **Section 203**.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under **Section 307** in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 307. Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the owner thereof or his attorney or legal representative duly authorized in writing) and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of any authorized denomination or denominations as requested by such owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 (or other denomination) unit or units of principal amount called for redemption (and to that extent only).

In lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner satisfactory in form and substance to the Trustee, and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

ARTICLE IV

FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds with respect to the Bonds, to be designated as follows:

(a) “The County of Lancaster, Nebraska – Tabitha, Inc. Project Fund” (the “**Project Fund**”).

(b) “The County of Lancaster, Nebraska – Tabitha, Inc. Costs of Issuance Fund” (the “**Costs of Issuance Fund**”).

(c) “The County of Lancaster, Nebraska – Tabitha, Inc. Debt Service Fund” (the “**Debt Service Fund**”).

(c) “The County of Lancaster, Nebraska – Tabitha, Inc. Rebate Fund” (the “**Rebate Fund**”).

The Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Issuer.

All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture shall be held by the Trustee in trust and shall be applied only in accordance with the provisions of this Indenture and the Loan Agreement, and, until used or applied as herein provided, shall (except for moneys in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer or the Corporation except as provided under **Section 410** hereof for investment purposes.

Section 402. Deposit of Bond Proceeds and Other Moneys. The net proceeds of the Bonds in the amount of \$_____ (representing the principal amount of \$_____, less an underwriting discount of \$_____), shall be applied as follows:

(a) Deposit to the credit of the Costs of Issuance Fund an amount equal to \$_____, consisting of \$_____ from the proceeds of the Bonds which shall be disbursed by the Bond Trustee for the purposes and in the manner set forth in **Section 403** hereof.

(b) Deposit to the credit of the Project Fund the remaining proceeds from the sale of the Bonds in the amount of \$_____, and any moneys received by the Bond Trustee from any other source for the payment of the Costs of the Project, which deposits shall be disbursed by the Bond Trustee for the purposes and in the manner set forth in **Section 404** hereof.

Section 403. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used solely for the purpose of paying Costs of Issuance, as provided in this Section.

The Trustee shall pay out of the Costs of Issuance Fund upon written disbursement requests of the Corporation, in substantially the form of **Exhibit C** hereto, signed by the Corporation Representative, amounts equal to the amount of Costs of Issuance certified in such written requests to be paid or reimbursed; provided, however, that Costs of Issuance paid from bond proceeds deposited in the Costs of Issuance Fund shall not exceed 2% of the issue price of the Bonds.

At such time as the Trustee is furnished with an Officer’s Certificate stating that all Costs of Issuance have been paid, and in any case not later than 6 months from the date of original issuance of the Bonds, the Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Project Fund.

Section 404. Project Fund. Moneys in the Project Fund shall be used for the purpose of paying Costs of the Project, as provided in this Section and in accordance with the plans and specifications therefor, including any alterations in or amendments to said plans and specifications deemed advisable by the Corporation and approved in accordance with the Loan Agreement. The Trustee shall disburse money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for other Costs of the Project (other than Costs of Issuance), in each case within five Business Days after receipt by the Bond Trustee of written disbursement requests of the Corporation in substantially the form of **Exhibit D** hereto, signed by the Corporation Representative, accompanied (if

appropriate) by a completed AIA Document G702 or the substantial equivalent, signed by the construction manager, general contractor or architect for the Project and/or invoices describing personal property (including serial numbers, if any) for which payment is being requested. The Trustee may require that such payout be made through a customary construction loan disbursement agreement. The Trustee is authorized to enter into a construction loan disbursement agreement with the Corporation and an escrow agent acceptable to the Trustee. In the event such agreement is entered into, the Trustee shall make payments for Costs of the Project pursuant to said agreement to the extent provided by said agreement.

In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. If for any reason the Corporation should decide prior to the mailing or release of payment by the Trustee of any item not to pay such item, it shall give written notice of such decision to the Trustee and upon receipt of such notice the Trustee shall not make such payment. If the Issuer so requests, a copy of each written disbursement request submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Fund with the Corporation.

The Corporation shall deliver to the Trustee, within 90 days after completion of the Project, an Officer's Certificate stating the following:

- (a) that the Project has been fully completed and the date of completion of the Project;
- (b) that the signer has made such investigation of such sources of information as are deemed necessary, including pertinent records of the Corporation, and is of the opinion that the Costs of the Project have been fully paid for and no claim or claims exist against the Issuer or the Corporation or against the Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Corporation intends to contest such claim or claims in accordance with the Loan Agreement, in which event such claim or claims shall be described; provided, further, that it shall be stated that moneys are on deposit in the Project Fund or are available through enumerated bank loans (including letters of credit) or other sources sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims; and
- (c) if any item was added to, deleted from or substituted for the Project and providing any documentation, certificates or opinions required by **Section 3.4** of the Loan Agreement.

If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section and after receipt by the Trustee of the Officer's Certificate required by this Section and after all arbitrage rebate has been transferred to the Rebate Fund pursuant to **Section 406** hereof, there shall remain any money in the Project Fund, such money shall be deposited and applied in the following order of priority (1) in the Debt Service Fund to pay the next successive interest payment on the Bonds to become due, and (2) in the Debt Service Fund to pay the next successive principal payment on the Bonds to become due; provided, in the discretion of the Corporation, such money may be applied for any other purpose that, based on an Opinion of Bond Counsel addressed and delivered to the

Trustee and the Issuer, will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If an event of default specified in **Section 701** of this Indenture has occurred and is continuing and the Bonds have been declared due and payable pursuant to **Section 702** of this Indenture, any balance remaining in the Project Fund, other than amounts required to be transferred to the Rebate Fund pursuant to **Section 407** hereof, shall without further authorization be deposited in the Debt Service Fund by the Trustee with advice to the Corporation and to the Issuer of such action.

Section 405. Debt Service Fund. The Trustee shall deposit and credit to the Debt Service Fund, as and when received, as follows:

- (a) All Loan Payments made by the Corporation pursuant to **Section 4.1** of the Loan Agreement.
- (b) Any amount required to be transferred to the Debt Service Fund from the Project Fund upon completion of the Project pursuant to **Section 404** hereof.
- (c) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 502** hereof.
- (d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or the Loan Agreement for deposit into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and, except as otherwise provided herein, shall be expended solely (1) to pay interest on the Bonds as the same becomes due, (2) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof, if any, and (3) to pay principal or redemption price of the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption) prior to maturity. The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal or redemption price of and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to any paying agent for the purpose of paying such principal or redemption price and interest.

After payment in full of the principal or redemption price of and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), all arbitrage rebate to the United States and the fees, charges and expenses of the Trustee and the Issuer, and any other amounts required to be paid under this Indenture and the Loan Agreement, all amounts remaining in the Debt Service Fund shall be paid to the Corporation upon the expiration or sooner termination of the Loan Agreement.

Section 406. Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay arbitrage rebate to the United States of America, and neither the Corporation, the Issuer nor the owner of any Bonds shall have any rights in or claim to such money.

The Trustee, upon direction from the Corporation, shall remit from moneys in the Rebate Fund all rebate installments and a final rebate payment to the United States required by the Tax Compliance

Agreement. Neither the Trustee nor the Issuer shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture or from other moneys provided to it by the Corporation. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Corporation.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds until all arbitrage rebate shall have been paid.

Section 407. Payments Due on Non-Business Days. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 408. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the owner thereof for the payment of such Bond, shall forthwith terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within 4 years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Corporation the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Corporation, and the owner thereof shall be entitled to look only to the Corporation for payment, and then only to the extent of the amount so repaid, and the Corporation shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 409. Records and Reports of Trustee. The Trustee shall maintain records with respect to any and all moneys or investments held by the Trustee under this Indenture. The Trustee shall furnish to the Issuer and the Corporation, monthly by the 10th Business Day of each month, a statement showing the status of each of the funds and accounts established under this Article which are held by the Trustee, showing the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month. The Trustee shall render an annual accounting for each calendar year ending December 31 to the Issuer, the Corporation and any Owner requesting the same (at the expense of such Owner), showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any paying agent under any provision of this Indenture shall be held by the Trustee in trust and shall be applied only in accordance with the provisions of this Indenture and the Loan Agreement, and, until used or applied as herein provided, and except as provided in **Sections 305** and **1001** hereof, shall (except for moneys in the Rebate Fund which shall be held in trust but are not subject to the lien of this Indenture) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer or the Corporation except as provided under **Section 502** hereof for investment purposes. The Trustee shall not be under any liability for interest on any moneys held uninvested hereunder except to the extent such moneys are invested in Permitted Investments.

Section 502. Investment of Moneys. Moneys held in each of the funds and accounts under this Indenture shall be invested and reinvested by the Trustee, pursuant to written directions of the Corporation Representative, in accordance with the provisions of this Indenture and the Tax Compliance Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. The Trustee is authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account. The Trustee may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to **Section 406** hereof) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Trustee shall not be liable for any loss resulting from such investments.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Nebraska to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 602. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards and foreclosure of the Deed of Trust) solely out of the Loan Payments and other payments derived by the Issuer under the Loan Agreement and the Note (except for fees and expenses payable to the Issuer and the Issuer's right to indemnification as set forth in the Loan Agreement), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of Lancaster County, the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of Lancaster County, the State of Nebraska or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate Lancaster County, the State of Nebraska or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither Lancaster County nor the State of Nebraska shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon Lancaster County or the State of Nebraska or any charge upon their general credit or against their taxing power. The Issuer has no power to tax.

Section 603. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 604. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions which are to be performed by the Issuer contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 605. Enforcement of Rights. The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Issuer may enforce all assigned rights of the Issuer and the Trustee and all obligations of the Corporation under and pursuant to the Loan Agreement and any other Financing Documents for and on behalf of the Owners, whether or not the Issuer is in default hereunder.

Section 606. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Loan Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Loan Agreement, and the transactions relating thereto, including financial statements of the Corporation, shall be open to inspection by the Issuer during business hours upon reasonable notice.

Section 607. Tax Covenants. The Issuer (to the extent within its power or direction) shall not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would adversely affect the exclusion of the interest on any Bond from gross income for federal income tax purposes. The

Issuer agrees that so long as any of the Bonds remain Outstanding, it will comply with the provisions of the Tax Compliance Agreement applicable to the Issuer.

The Trustee agrees to comply with the provisions of the Tax Compliance Agreement and with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds. The Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Trustee, on behalf of the Issuer, with such information as the Trustee, on behalf of the Issuer, may request in order to determine in a manner reasonably satisfactory to the Trustee, on behalf of the Issuer, all matters relating to (a) the actuarial yields on the Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with the rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Corporation.

Notwithstanding any provision of this Section, if the Corporation provides to the Trustee and the Issuer an Opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion of interest on the Bonds from federal gross income, the Trustee and the Issuer may conclusively rely on such opinion in complying with the provisions of this Indenture, and the covenants under this Indenture shall be deemed to be modified to that extent.

The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article X** of this Indenture or any other provision of this Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

Section 608. Information and Opinions to be Provided to the Issuer. The Trustee shall deliver to the Issuer, promptly upon request by the Issuer, copies of the financial statements and certificates required to be delivered to the Trustee under the Loan Agreement. Each Opinion of Bond Counsel required to be addressed and delivered to the Trustee under any provision of this Indenture shall also be addressed and delivered to the Issuer.

Section 609. Continuing Disclosure. Under the Loan Agreement and the Continuing Disclosure Undertaking, the Corporation has undertaken all responsibility for compliance with continuing disclosure requirements, and the Issuer shall have no liability to the owners of the Bonds or any other person with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Indenture, failure of the Corporation or the Dissemination Agent to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under this Indenture or the Loan Agreement, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Corporation to comply with its obligations under the Loan Agreement or the Continuing Disclosure Undertaking.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The term “**event of default**”, wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable;

(b) default in the payment of the principal or redemption price of any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise);

(c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 30 days after there has been given to the Issuer and the Corporation by the Trustee or to the Issuer, the Corporation and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) any event of default under the Loan Agreement shall occur and is continuing and has not been waived in accordance with the provisions of the Loan Agreement.

With regard to any alleged default concerning which notice is given to the Corporation under the provisions of this Section, the Issuer hereby grants the Corporation full authority for the account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity; Rescission and Annulment. If an event of default occurs and is continuing, the Trustee may, and if requested by the owners of not less than 25% in principal amount of the Bonds Outstanding shall, by written notice to the Issuer and the Corporation, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Issuer, the Corporation and the Trustee, rescind and annul such declaration and its consequences if:

- (a) there is deposited with the Trustee a sum sufficient to pay the following:
- (1) all overdue installments of interest on all Bonds;
 - (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds;
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds; and
 - (4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 709** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) ***Right to Bring Suit, Etc.*** The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) ***Exercise of Remedies at Direction of Owners.*** If requested in writing to do so by the owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in **Section 802(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Owners.

(c) ***Appointment of Receiver.*** Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) ***Suits to Protect the Trust Estate.*** The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any

acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Owners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Owners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Owners in any judicial proceeding to which the Issuer or the Corporation is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Owners.

(e) ***Enforcement Without Possession of Bonds.*** All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 707** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) ***Restoration of Positions.*** If the Trustee or any Owner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner, then and in every case the Issuer, the Corporation, the Trustee and the Owners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Owners shall continue as though no such proceeding had been instituted.

Section 704. Limitation on Suits by Owners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing event of default;
- (b) the owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 705. Control of Proceedings by Owners. The owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default,

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that:

(1) such direction shall not be in conflict with any rule of law or this Indenture;

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Notwithstanding any provision of this Section, if the Corporation provides to the Trustee and the Issuer an Opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion of interest on the Bonds from federal gross income, the Trustee and the Issuer may conclusively rely on such opinion in complying with the provisions of this Indenture, and the covenants under this Indenture shall be deemed to be modified to that extent.

Section 706. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all amounts due the Trustee under **Section 804** of this Indenture;

(b) **Second:**

(1) If the principal of all the Bonds shall not have become and shall not have been declared due and payable, all such moneys shall be applied:

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

Second: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or payment for payment of which moneys are held pursuant to the provisions of this Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

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

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, provided that no distribution has been made pursuant to the provisions of paragraph (2) of this subsection, the moneys shall be applied in accordance with the provisions of **Article IV** hereof.

(c) **Third:** To the payment of the remainder, if any, to the Corporation or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and

shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 707. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners, as the case may be.

Section 708. Advances by Trustee. If the Corporation shall fail to make any payment or perform any of its covenants in the Loan Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under this Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Corporation. All moneys so used or advanced by the Trustee, together with interest at the Trustee's announced Prime Rate per annum, shall be repaid by the Corporation upon demand and such advances shall be secured under this Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under this Indenture but no such use of moneys or advance shall relieve the Corporation from any default hereunder.

Section 709. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or (b) in respect of a covenant or provision hereof which under **Article IX** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against

the Trustee; and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except, as follows:

(1) that this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) that the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) that the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) that no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 802. Certain Rights of Trustee. Except as otherwise provided in **Section 801** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Corporation mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been duly adopted by the governing board of the Corporation and is in full force and effect.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate.

(d) The Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners pursuant to this Indenture, unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in compliance with such request or direction; *provided that* the Trustee may not require indemnity as a condition to declaring the principal of or interest on the Bonds to be due and payable under **Section 802**, or to making any payment of principal, purchase price, premium or interest on the Bonds.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer or the Corporation of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer or the Corporation under any provision of this Indenture.

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer or the Corporation with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise provided in this Indenture.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 803. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except a default in any of the payments to the Trustee required to be made by **Article IV** of this Indenture or **Article IV** of the Loan Agreement, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Corporation, or the owners of at least 10% in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the occurrence of any default hereunder of which the Trustee is required to take notice or has received notice as provided in this Section, the Trustee shall give written notice of such default to the Issuer, the Corporation and all owners of Bonds as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived. For the purpose of this Section, the term “default” means any event which is, or after notice or lapse of time or both would become, an event of default.

Section 804. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement, as follows:

(a) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee’s negligence, willful misconduct or bad faith; and

(c) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

All such payments and reimbursements shall be made by the Corporation with interest at the rate of interest per annum equal to the Prime Rate announced from time to time by the Trustee.

The Trustee shall promptly notify the Corporation in writing of any claim or action brought against the Trustee in respect of which indemnity may be sought against the Corporation, setting forth the particulars of such claim or action, and the Corporation will assume the defense thereof, including the employment of counsel satisfactory to the Trustee and the payment of all expenses. The Trustee may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Corporation unless such employment has been specifically authorized by the Corporation, or in the opinion of the Trustee the Corporation has failed to actively pursue the defense of such claim or action or the Corporation’s counsel is precluded, by the rules governing conflicts of interest, from representing the Trustee.

Pursuant to the provisions of the Loan Agreement, the Corporation has agreed to pay to the Trustee all reasonable fees, charges, advances and expenses of the Trustee, and the Trustee agrees to look only to the Corporation for the payment of all reasonable fees, charges, advances and expenses of the Trustee as provided in the Loan Agreement. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee.

Section 805. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, having a principal corporate trust office located in the State of Nebraska. The Trustee must have a combined capital and surplus of at least \$25,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the Issuer, by a guarantor with such combined capital and surplus. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Issuer, the Corporation and each owner of Bonds Outstanding as shown by the bond register required by this Indenture to be kept by the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds, or, so long as the Corporation is not in default under the Loan Agreement, by the Corporation. The Issuer, the Corporation or any Owner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(c) If at any time (1) the Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the Issuer or by any such Owner, or (2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, the Issuer may remove the Trustee, or the Corporation or any Owner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee to the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office or other designated payment office.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 807**.

Section 807. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer,

with the written consent of the Corporation (which consent shall not be unreasonably withheld) (so long as no event of default hereunder or under the Loan Agreement has occurred and is continuing), or the owners of a majority in principal amount of Bonds Outstanding (if an event of default hereunder or under the Loan Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the Owners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank with trust powers or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 808. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 810. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% in principal amount of the Bonds Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an event of default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Owners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 811. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal paying agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee for the designation of alternate paying agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds, or at the principal corporate trust office or other designated payment office of said alternate paying agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and paying agent unless a separate paying agent or agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures without Consent of Owners. Without the consent of the owners of any Bonds, and with the consent of the Corporation, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to more precisely identify the facilities financed or refinanced with proceeds of the Bonds, or to substitute or add additional property thereto as permitted by the Loan Agreement, or to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;

(c) to modify or eliminate any of the terms of this Indenture; provided, however, that: (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding of any series issued prior to the execution of such Supplemental Indenture, and (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative;

(d) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture;

(e) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the owners of all of the Bonds or to surrender any right or power herein conferred upon the Issuer;

(f) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(g) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Section 902. Supplemental Indentures with Consent of Owners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, and with the consent of the Corporation, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby, carry out any of the following:

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences;

(c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond;

(d) modify or alter the provisions of the proviso to the definition of the term “Outstanding”;

(e) modify any of the provisions of this Section or **Section 709**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds,

whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

Section 903. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the Issuer shall receive and, subject to **Section 801**, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on any tax-exempt Bonds. The Trustee may, but shall not, be obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 904. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

Section 906. Corporation's Consent to Supplemental Indentures. So long as no event of default has occurred and is continuing under the Loan Agreement, a Supplemental Indenture under this Article will not become effective unless and until the Corporation consents in writing to the execution and delivery of such Supplemental Indenture.

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including

the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee and the Issuer of (1) a verification report prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and the Issuer, and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture and to the effect that so providing for the payment of any Bonds will not cause the interest on any tax-exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Section 1002. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights under **Section 1003** hereof) if the following conditions are met:

- (a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1001**;
- (b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment;
- (c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed to the Trustee and the Issuer to the effect that so providing for the payment of any Bonds will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture;
- (d) the Trustee receives an Opinion of Counsel addressed and delivered to the Trustee and the Issuer to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other

property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1003. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for 4 years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Corporation, and the owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Corporation for payment thereof and all liability of the Trustee or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered by prepaid overnight delivery service, or mailed by first class mail, postage prepaid, or transmitted by confirmed telecopy, at the following addresses or telecopy numbers (provided, however, that notice to the Trustee shall be deemed given only upon receipt):

- (a) To the Issuer at:
The County of Lancaster, Nebraska
c/o Gilmore & Bell, P.C.
450 Regency Parkway, Suite 320
Omaha, Nebraska 68114
Telephone: (402) 991-9450
Fax: (402) 991-9455

- (b) To the Trustee at:
BOKF, National Association
Corporate Trust Group
1248 "O" Street, Suite 732
Lincoln, Nebraska 68508
Telephone: (402) 467-1160
Fax: (402) 467-1158

(c) To the Corporation at:
Tabitha, Inc.
4720 Randolph Street
Lincoln, Nebraska 68510
Attention: Chief Executive Officer
Telephone: (402) 486-8509
Fax: (402) 486-8515

(d) To the Owners:
At the addresses of the Owners as shown on the bond register maintained by the Trustee under this Indenture.

(e) To the Securities Depository at:
The Depository Trust Company
55 Water Street
50th Floor
New York, New York 10041-0099
Attention: Supervisor, Redemption/Notification Department
Telecopy: (212) 855-7232 or (212) 855-7233

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

If notice to Owners is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Owner shall affect the sufficiency of such notice with respect to other Owners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1102. [Reserved].

Section 1103. Acts of Owners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by Owners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such Owners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer or the Corporation. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Issuer and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf

of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the bond register maintained by the Trustee.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered in the name of the Issuer or the Corporation shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1104. Further Assurances. The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Indenture.

Section 1105. Immunity of Officers, Employees and Members of Issuer. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of Bonds.

Section 1106. Limitation on Issuer Obligations. Any other term or provision in this Indenture or in any other Financing Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Issuer or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the other Financing Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively, the “**Obligations**”), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted (1)

Bond proceeds and investments therefrom, and (2) payments derived from the Bonds, this Indenture (including the Trust Estate to the extent provided in this Indenture) and the Loan Agreement (except for the fees and expenses of the Issuer and the Issuer's right to indemnification under the Loan Agreement under certain circumstances and as otherwise expressly set forth therein); (the above provisions (1) and (2) being collectively referred to as the "exclusive sources of the Obligations").

(b) The Obligations shall not be deemed to constitute a debt or liability of the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Nebraska or of any political subdivision thereof, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Nebraska or any political subdivision thereof or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Issuer, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as (1) depriving the Issuer of any right or privilege, or (2) requiring the Issuer or any member, officer, agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else; which deprivation or requirement would violate or result in the Issuer's being in violation of the Act or any other applicable state or federal law.

Section 1107. Benefit of Indenture. This Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 810** and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1108. Severability. If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1109. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1110. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1111. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Nebraska.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be duly executed by their duly authorized officers, the day and year first above written.

**THE COUNTY OF LANCASTER,
NEBRASKA**

By: _____
Chair

BOKE, NATIONAL ASSOCIATION, Trustee

By: _____
Vice President

**EXHIBIT A
TO TRUST INDENTURE**

The Project

The Project means the acquisition, construction, equipping and furnishing of two new 17-bed skilled nursing facilities to be located at the northeast corner of 13th Street and Iris Avenue in Crete, Nebraska and moving existing operations at the 44-bed Tabitha Nursing Center in Crete, Nebraska “ToC” facility to such new facilities, the costs of which will be paid, or for which the Corporation will be reimbursed or which will be refinanced, in whole or in part, from the proceeds of the sale of the Bonds or from the proceeds of loans refinanced, in whole or in part, from the proceeds of the sale of the Bonds; provided, however, that the Corporation may make changes and amendments to the Project as provided in the Loan Agreement.

**EXHIBIT B
TO TRUST INDENTURE (FORM OF BONDS)**

THIS BOND, INCLUDING THE PRINCIPAL OF AND INTEREST THEREON, SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OF LANCASTER, NEBRASKA, OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

Registered
No. R-____

Registered
\$_____

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COUNTY OF LANCASTER, NEBRASKA
HEALTHCARE REVENUE BOND (TABITHA, INC. PROJECT), SERIES 2015C**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Bonds</u>	<u>CUSIP</u>
%	_____, 20__	April __, 2015	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, the **COUNTY OF LANCASTER, NEBRASKA** has caused this Bond to be executed in its name by the manual or facsimile signature of its chair or vice chair and attested by the manual or facsimile signature of its county clerk, all as of the Date of Bonds specified above.
COUNTY OF LANCASTER, NEBRASKA

ATTEST:

By: _____
Chair

By: _____
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication: April __, 2015

BOKE, NATIONAL ASSOCIATION, Trustee

By: _____
Vice President

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

THE COUNTY OF LANCASTER, NEBRASKA, a county, public corporation and body politic duly organized and existing under the laws of the State of Nebraska (the “**Issuer**”), for value received, promises to pay, but solely from the sources herein specified to the Registered Owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on the Principal Amount at the Interest Rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Bonds stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on January 15 and July 15 in each year, beginning July 15, 20__, until such Principal Amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office or other designated payment office of **BOKE, NATIONAL ASSOCIATION**, in Lincoln, Nebraska (the “**Trustee**”). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding the month in which such interest payment date occurs and shall be paid by (1) check or draft mailed to such registered owner at his address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Trustee, or (2) at the written request addressed to the Trustee by any registered owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions (which shall be in the continental United States) to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than 15 days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner’s account at such bank to which the payment is to be credited.

Authorization. This Bond is one of a duly authorized series of bonds of the Issuer designated “Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C” in the aggregate principal amount of _____ Thousand Dollars (\$ _____) (the “**Bonds**”), issued pursuant to the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended, and pursuant to proceedings duly had by the Issuer.

Security. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated April __, 2015 (such Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “**Indenture**”), between the Issuer and the Trustee, for the purpose of making a loan to Tabitha, Inc., a Nebraska nonprofit corporation (the “**Corporation**”), to provide funds for the purposes described in the Indenture. The loan will be made pursuant to a Loan Agreement, dated April __, 2015 (such Loan Agreement, as amended and supplemented from time to time in accordance with the provisions thereof,

herein called the “**Loan Agreement**”), between the Issuer and the Corporation, and will be evidenced by a Promissory Note of the Corporation in the principal amount of \$ _____ (the “**Note**”) to be issued under the Loan Agreement.

The loan is secured by a Fourth Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement, dated April __, 2015 (such Fourth Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “**Deed of Trust**”), under which the Corporation grants a lien on certain real and personal property, as more fully described therein. The loan is further secured by payments, if necessary, to be made by The Tabitha Foundation (the “**Guarantor**”) pursuant to a Guaranty Agreement dated April __, 2015 between the Guarantor and the Trustee (herein called the “**Guaranty Agreement**”). Under the Indenture, the Issuer has pledged and assigned certain of its rights under the Loan Agreement, including the right to receive all Loan Payments thereunder, the Note, the Deed of Trust and the Guaranty Agreement, to the Trustee as security for the Bonds. The Indenture, the Loan Agreement and the Deed of Trust also permit the Corporation to issue Additional Obligations (as defined therein) in certain circumstances which will be equally and ratably secured on a parity with the Note under the Deed of Trust. Reference is hereby made to the Indenture, which may be inspected at the principal corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as follows:

Optional Redemption. The Bonds maturing January 15, 20__ and thereafter are subject to redemption and payment prior to maturity, at the option of the Issuer, which shall be exercised upon written direction from the Corporation, on _____, 20__ and any date thereafter. Bonds may be redeemed in whole or in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

Sinking Fund Redemption of Term Bonds. Bonds maturing on January 15, 20__ are subject to redemption prior to maturity in part by lot by operation of a mandatory sinking fund on January 15 in the years and in the principal amounts set forth in the Indenture, upon payment of such principal amount thereof plus accrued interest to such date of redemption, but without premium. Selection of any Bonds maturing January 15, 20__ or portions thereof to be redeemed shall be in the sole discretion of the Trustee.

Extraordinary Optional Redemption. The Bonds are subject to extraordinary redemption and payment prior to the stated maturity thereof in whole or in part from the maturity or maturities selected by the Corporation (Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it may determine), at the option of the Issuer, which shall be exercised upon instructions from the Corporation, on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at the redemption prices specified in the Indenture, plus accrued interest thereon to the redemption date.

Mandatory Redemption in Event of Taxability. The Bonds are subject to mandatory redemption if an Event of Taxability occurs with respect to any of the Bonds. All of the Bonds then Outstanding shall be called for redemption and payment on a redemption date to be established by the Trustee as soon as practicable after the Trustee receives written notice of such Event of Taxability, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal of, and redemption premium, if any, and interest on, this Bond, (b) notices, and (c) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provisions hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and Beneficial Owners when a Book-Entry System is in effect, the Issuer and the Trustee may deem and treat the person in whose name this

Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of Loan Payments derived by the Issuer under the Loan Agreement and are secured by a pledge and assignment of such Loan Payments and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of The County of Lancaster, Nebraska, the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of The County of Lancaster, Nebraska, the State of Nebraska or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and in the Indenture. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation under the Constitution and the laws of the State of Nebraska. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate The County of Lancaster, Nebraska, the State of Nebraska or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. None of The County of Lancaster, Nebraska, the State of Nebraska, or any political subdivision thereof shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon The County of Lancaster, Nebraska, or the State of Nebraska or any charge upon their general credit or their taxing power.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE INDENTURE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF

OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE INDENTURE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC TO THE REGISTRAR (A) FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

[The remainder of this page intentionally left blank.]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number
of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

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

Dated: _____, _____

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.

Signature Guaranteed By:

(Name of Eligible Guarantor Corporation as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By: _____
Title: _____

**EXHIBIT C
TO TRUST INDENTURE**

Request No: _____

Date: _____

**DISBURSEMENT REQUEST
(§ 403 – COSTS OF ISSUANCE FUND)**

To: BOKF, National Association
Corporate Trust Group
Lincoln, Nebraska
as Trustee

Re: \$_____ The County of Lancaster, Nebraska, Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2015C

You are hereby requested and directed as Trustee under the Trust Indenture dated as of April __, 2015 (the “**Indenture**”), between The County of Lancaster, Nebraska and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 403** of the Indenture, to the following payees the following amounts in payment or reimbursement for the following amounts for the following Costs of Issuance (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of Issuance</u>
--------------	---------------	---

The undersigned Corporation Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, the amount of this request is justly due and owing and has not been the subject of another requisition which was paid, and the amount of this request together with the amounts disbursed from the Costs of Issuance Fund in accordance with requests previously filed with the Trustee and including any underwriting discount incurred in connection with the sale of the Bonds does not exceed **2%** of the sale proceeds of the Bonds as described in Section 147(g) of the Internal Revenue Code.

TABITHA, INC.

By: _____

Title: _____

**EXHIBIT D
TO TRUST INDENTURE**

Request No: _____
Date: _____

DISBURSEMENT REQUEST

(\$ 404 - PROJECT FUND)

To: BOKF, National Association
Corporate Trust Group
Lincoln, Nebraska
as Trustee

Re: \$_____ The County of Lancaster, Nebraska, Nebraska, Healthcare Revenue Bonds
(Tabitha, Inc. Project), Series 2015C

You are hereby requested and directed as Trustee under the Trust Indenture dated as of _____, 2014 (the “**Indenture**”), between the Hospital Authority No. 1 of Lancaster County, Nebraska and you, as Trustee, to pay from moneys in the Project Fund, pursuant to **Section 404** of the Indenture, to the following payees the following amounts in payment or reimbursement for the following Costs of the Project (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of the Project</u>
--------------	---------------	--

The undersigned Corporation Representative hereby states and certifies that:

1. Each item listed above is a valid cost of facilities as authorized under the Act and is a proper Cost of the Project (as defined in the Indenture) that was incurred in the acquisition, construction, renovation, remodeling, expansion, completion or equipping of portions of the Project in accordance with the construction contracts and plans and specifications therefor.

2. These costs have been incurred by the Corporation and are presently due and payable or have been paid by the Corporation and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the Project Fund.

3. Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed to the Corporation from Bond proceeds.

4. There has not been filed with or served upon the Corporation any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in accordance with the provisions of the Loan Agreement.

5. All necessary permits and approvals required for the portion of the work on the Project for which this withdrawal is to be made have been issued and are in full force and effect.

6. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.

7. Payment and performance bonds in amounts equal to 100% of the amount of each contract which is not completed have been obtained covering such contractor or contractors.

8. Lien waivers for costs for which payment is hereby requested have been received and are on file with the Corporation and will be delivered upon request.

9. AIA Certification and/or invoices are attached. Yes No.

TABITHA, INC.

By: _____
Title: _____