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LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY,
TAXABLE REFUNDING REVENUE BONDS, SERIES 2014
(LOUISVILLE MEDICAL CENTER STEAM AND CHILLED WATER PLANT PROJECT)

\$[_____]
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY,
TAXABLE REVENUE BONDS, SERIES 2014
(LOUISVILLE MEDICAL CENTER LAUNDRY FACILITY PROJECT)

BOND PURCHASE AGREEMENT

May 1, 2014

Louisville/Jefferson County Metro Government
Mayor’s Office
Metro Hall / 4th Floor
527 West Jefferson Street
Louisville, Kentucky 40202

Louisville Medical Center, Inc.
235 Abraham Flexner Way
Louisville, Kentucky 40202

Ladies and Gentlemen:

Fifth Third Bank (the “Purchaser”) hereby offers to enter into this Bond Purchase Agreement (this “Bond Purchase Agreement”) with Louisville/Jefferson County Metro Government (the “Issuer”) and Louisville Medical Center, Inc. (the “Obligor”) for the purchase by the Purchaser and the sale by the Issuer of the Issuer’s revenue bonds specified below. This offer is made subject to acceptance thereof by the Issuer and the Obligor before noon EDT in Louisville, Kentucky, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officer of the Issuer and a duly authorized officer of the Obligor in the spaces provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Obligor, and the Purchaser.

- 1. Purchase Price. Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser, all (but not less than all) of the Issuer’s (i) Louisville/Jefferson County Metro Government, Kentucky, Taxable Refunding Revenue Bonds, Series 2014 (Louisville Medical Center Steam and Chilled Water Plant Project), dated as of the Closing Date (as defined herein), in the original aggregate principal amount of \$[_____] (the “Plant Bonds”) at an aggregate purchase price equal to 100% of the aggregate principal amount of the Plant Bonds (the “Plant Bonds Purchase Price”) and (ii) Louisville/Jefferson County Metro Government, Kentucky, Taxable Revenue Bonds, Series 2014 (Louisville Medical Center Laundry Facility Project), dated as of the Closing Date, in the original aggregate principal amount of

[\$_____] (the “Laundry Bonds,” and together with the Plant Bonds, the “Bonds”) at an aggregate purchase price equal to 100% of the aggregate principal amount of the Laundry Bonds (the “Laundry Bonds Purchase Price”). The Bonds shall be dated as of the Closing Date, shall mature on the dates, shall be subject to prior redemption, shall bear interest (from the Closing Date) at the rates set forth in the Bond Trust Indentures (as defined herein), and shall be payable at the times and in the manner, and shall otherwise have the terms and provisions, set forth in the Bond Trust Indentures.

2. Delivery of and Payment for the Bonds.

- (a) At or before 3:00 p.m. EDT today (“Closing Date”), or at such other time or date as shall have been mutually agreed upon by the Issuer, the Obligor and the Purchaser, the Issuer will deliver or cause to be delivered the Bonds, duly executed and authenticated by the Trustee (as defined herein), together with the other documents hereinafter mentioned; and, subject to the conditions contained herein, the Purchaser will pay the Plant Bonds Purchase Price and the Laundry Bonds Purchase Price (collectively, the “Purchase Price”) by wire transfer, payable to the order of the Trustee.
- (b) After execution by the Issuer and authentication by the Trustee, the Bonds shall be held in safe custody by the Trustee or any authorized agent for the Trustee. The Trustee shall release or authorize the release of the Bonds from safe custody at the Closing upon receipt of payment for the Bonds as aforesaid.
- (c) Delivery of the documents shall be made at the offices of Stoll Keenon Ogden PLLC (“Bond Counsel”). Such payment and the related delivery is herein called the “Closing.” The Bonds will be delivered as fully-registered bonds and registered in the name of the Purchaser.

3. Plan of Financing.

- (a) The Plant Bonds shall be as described in, and shall be issued under and secured pursuant to the provisions of, a Bond Trust Indenture dated as of May 1, 2014 (the “Plant Bond Trust Indenture”), between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”), substantially in the form delivered to the Purchaser, with only such changes therein as shall be mutually agreed upon between the Issuer, the Obligor and the Purchaser before Closing.
- (b) The Laundry Bonds shall be as described in, and shall be issued under and secured pursuant to the provisions of, a Bond Trust Indenture dated as of May 1, 2014 (the “Laundry Bond Trust Indenture,” and together with the Plant Bond Trust Indenture, the “Bond Trust Indentures”), between the Issuer and the Trustee, substantially in the form delivered to the Purchaser, with only such changes therein as shall be mutually agreed upon between the Issuer, the Obligor and the Purchaser before Closing.
- (c) The net proceeds from the sale of the Plant Bonds and other available money, will be applied, along with other available funds of the Obligor, to currently refund the

outstanding Louisville/Jefferson County Metro Government, Kentucky, Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009 (the “2009 Bonds”) and to pay certain costs and expenses incurred in connection with the issuance of the Plant Bonds. The proceeds of the 2009 Bonds were used to finance, in part, the acquisition, construction, equipping and installation of new equipment (the “Plant Project”) at the Obligor’s steam and chilled water plant located at 235 Abraham Flexner Way, Louisville, Kentucky 40202 (the “Plant”).

- (d) The net proceeds from the sale of the Laundry Bonds and other available money, will be applied to finance the costs of financing the acquisition, construction and installation of new air conditioning equipment, washing equipment, linen carts and related equipment for the Laundry (the “Laundry Project” and, together with the Plant Project, the “Project”) and to pay certain costs and expenses incurred in connection with the issuance of the Laundry Bonds.
- (e) The Issuer will lend the proceeds of the Plant Bonds to the Obligor pursuant to a Loan Agreement, dated as of May 1, 2014 (the “Plant Bonds Loan Agreement”), which the Issuer will enter into with the Obligor, as the borrower thereunder. Under the Plant Bonds Loan Agreement, the Obligor will be required to make installment payments in amounts which, in the aggregate, will be sufficient to pay the principal of and interest on all Plant Bonds as and when due. The Plant Bonds will be secured by a pledge and assignment by the Issuer to the Trustee of the Issuer’s right, title and interest in and to the Plant Bonds Loan Agreement and all payments to be received from the Obligor thereunder (except for the Issuer’s right to certain indemnity payments and administrative expenses, which will not be pledged).
- (f) The Issuer will lend the proceeds of the Laundry Bonds to the Obligor pursuant to a Loan Agreement, dated as of May 1, 2014 (the “Laundry Bonds Loan Agreement,” and together with the Plant Bonds Financing Agreement, the “Loan Agreements”), which the Issuer will enter into with the Obligor, as the borrower thereunder. Under the Laundry Bonds Loan Agreement, the Obligor will be required to make installment payments in amounts which, in the aggregate, will be sufficient to pay the principal of and interest on all Laundry Bonds as and when due. The Laundry Bonds will be secured by a pledge and assignment by the Issuer to the Trustee of the Issuer’s right, title and interest in and to the Laundry Bonds Loan Agreement and all payments to be received from the Obligor thereunder (except for the Issuer’s right to certain indemnity payments and administrative expenses, which will not be pledged).
- (g) Contemporaneously with the execution and delivery of the Plant Bonds Loan Agreement, the Obligor and the Trustee will enter into an Amended and Supplemental Mortgage and Security Agreement dated as of May 1, 2014 (the “Plant Mortgage”), granting to the Trustee, for the benefit of the Purchaser, a mortgage and security interest in the facilities constituting the Plant.

4. Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to the Purchaser and the Obligor, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (a) The Issuer is a consolidated local government and political subdivision of the Commonwealth of Kentucky (the “State”) duly created and existing under the constitution and laws of said State, and has, and at the Closing Date will have, full legal right, power and authority pursuant to its ordinances dated _____ (collectively, the “Ordinances”) to enter into this Bond Purchase Agreement, to execute and deliver the Bond Trust Indentures and the Loan Agreements, to issue, sell and deliver the Bonds as provided herein, and to carry out and to consummate the transactions contemplated by this Bond Purchase Agreement, the Bond Trust Indentures and the Loan Agreements;
 - (b) The Issuer has complied, and will at the Closing be in compliance, in all respects, with Chapter 103 of the Kentucky Revised Statutes, as amended (the “Act”);
 - (c) By official action of the Issuer before or concurrently with the acceptance hereof, the Issuer has duly authorized and approved issuance and sale of the Bonds upon the terms set forth herein and in the Bond Trust Indentures, and the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds, the Bond Trust Indentures, the Loan Agreements and this Bond Purchase Agreement;
 - (d) The Issuer is not in breach of or in default under the Act, or any applicable law or administrative regulation of the Commonwealth of Kentucky or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject; and the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Trust Indentures, and the execution and delivery by the Issuer of the Bond Trust Indentures, the Loan Agreements and this Bond Purchase Agreement, and its compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under the Act, or any law, administrative regulation, judgment, decree, indenture, loan agreement, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject;
 - (e) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder, the issuance of the Bonds and the execution and delivery and performance by the Issuer of the Bond Trust Indentures and the Loan Agreements, have been obtained or will be obtained before the Closing;
 - (f) The Bonds, when issued, authenticated, and delivered in accordance with the Bond Trust Indentures and sold to the Purchaser as provided herein, will be the

legal, valid and binding special and limited obligations of the Issuer, issued in conformity with and entitled to the benefit and security of the Bond Trust Indentures;

- (g) The terms and provisions of the Bond Trust Indentures will comply in all respects with the requirements of the Act and, when executed and delivered by the parties thereto, the Bond Trust Indentures and the Loan Agreements will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally from time to time in effect, and rights of acceleration, indemnity and contribution, and the availability of equitable remedies may be limited by equitable principles;
- (h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of the revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Trust Indentures, the Loan Agreements or this Bond Purchase Agreement, or contesting the power or authority of the Issuer to issue the Bonds or to execute and deliver the Bond Trust Indentures, the Loan Agreements or this Bond Purchase Agreement, or wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Bond Trust Indentures, the Loan Agreements or this Bond Purchase Agreement;
- (i) The proceeds received from the sale of the Bonds shall be used in accordance with the Act and the Bond Trust Indentures; and
- (j) Any certificate signed by an authorized officer of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty of the Issuer to the Purchaser as to the statements made therein.

5. Covenants of the Issuer. The Issuer hereby covenants with the Purchaser that:

- (a) The Issuer shall not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Ordinances or the Bond Trust Indentures, the Loan Agreements or this Bond Purchase Agreement without the prior written consent of the Purchaser before the Closing Date;
- (b) Before the Closing Date, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds or interests which will be pledged pursuant to the Bond Trust Indentures;

- (c) The Issuer shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Issuer as set forth in this Bond Purchase Agreement; and
 - (d) The Issuer shall not knowingly take or omit to take any action which, under existing law, may adversely affect the exemption from State income taxation of the interest on the Bonds.
6. Representations, Warranties and Agreements of the Obligor. The Obligor hereby agrees with, and makes the following representations and warranties to the Purchaser and the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (a) The Obligor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State and has, and at the Closing Date will have, full power and authority to enter into and perform its respective obligations under this Bond Purchase Agreement, the Loan Agreements and the Plant Mortgage;
 - (b) The execution and delivery by the Obligor of this Bond Purchase Agreement, the Loan Agreements and the Plant Mortgage and compliance by the Obligor with the provisions of each thereof, do not and will not conflict with or result in the breach of any of the terms, conditions, or provisions of, or constitute a default under, its Articles of Incorporation and By-Laws or any existing law or administrative rule or regulation, or any court order or decree or any agreement, indenture, mortgage, lease or other instrument by which it is bound or to which it is subject;
 - (c) The Obligor has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Bonds by the Issuer upon the terms and conditions set forth herein and in the Bond Trust Indentures; and (ii) the execution and delivery of this Bond Purchase Agreement, the Loan Agreements, the Plant Mortgage and any and all such other agreements and documents as may be required to be executed, delivered or received by the Obligor in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Bond Trust Indentures, the Loan Agreements and the Plant Mortgage;
 - (d) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Obligor, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding (i) would have a material adverse effect on the financial condition of the Obligor or the transactions contemplated by this Bond Purchase Agreement; (ii) or would have an adverse effect on the validity or enforceability of the Bonds, the Bond Trust Indenture, the Loan Agreements or the Plant Mortgage; or (iii) would in any way contest the corporate existence or powers of the Obligor;
 - (e) The Obligor is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable

judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Obligor is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument;

- (f) The Obligor has complied in all material respects with all applicable requirements of the State and the United States and of their respective agencies and instrumentalities to operate its facilities as they are currently being operated and is fully qualified to conduct its business as it is presently being conducted, as evidenced by its having all necessary permits, licenses, certifications, accreditations and qualifications;
- (g) The Obligor is not in violation of, and has not received any notice of any alleged violation of, any zoning laws and land use laws, agreements or restrictions applicable to its facilities;
- (h) The Obligor has good and marketable fee title to the Plant, free and clear of all liens and encumbrances except such as do not and will not interfere with or impair the operation of its facilities for the purposes for which they were acquired or are held by the Obligor;
- (i) This Bond Purchase Agreement on the date hereof is, and each of the Loan Agreements and the Plant Mortgage when executed and delivered by the Obligor, as applicable, will constitute a legal, valid and binding obligation of the Obligor, enforceable in accordance with its terms except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity, and as enforcement of rights to acceleration, indemnity and contribution may be limited by applicable statutes and court decisions;
- (j) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the execution, delivery or performance by the Obligor of its obligations hereunder and under the Bond Trust Indentures, the Loan Agreements or the Plant Mortgage have been obtained;
- (k) The proceeds received from the sale of the Bonds shall be used in accordance with the Act, the Bond Trust Indentures and the Loan Agreements;
- (l) Any certificate signed by an authorized officer of the Obligor and delivered to the Purchaser shall be deemed a representation and warranty of the Obligor to the Purchaser as to the statements made therein; and
- (m) The Obligor will not voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to it as set forth in this Bond Purchase Agreement, the Bond Trust Indentures, the Loan Agreements or the Plant Mortgage.

7. Certain Conditions to Purchaser's Obligations. The Purchaser has entered into this Bond Purchase Agreement in reliance upon the representations, warranties, and agreements of the Issuer and the Obligor contained herein and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the Purchaser's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds are subject to the performance by the Issuer and the Obligor of their obligations hereunder required to be performed at or before the Closing Date, and to the following additional conditions precedent:
- (a) On the Closing Date (i) the representations and warranties of the Issuer and the Obligor contained herein shall be true, complete, and correct as if made on and as of the Closing Date; (ii) the Bond Trust Indentures, the Loan Agreements and the Plant Mortgage shall have been duly executed and delivered by the appropriate parties thereto, shall be in full force and effect, and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Purchaser; (iii) the proceeds of the sale of the Bonds shall have been paid to the Trustee for deposit for use as described in the Bond Trust Indentures; and (iv) the Issuer shall have adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel and counsel for the Purchaser, shall be necessary in connection with the transactions contemplated hereby.
 - (b) At or before the Closing, the Purchaser shall receive the following:
 - (i) The unqualified approving opinions of Bond Counsel, addressed to the Purchaser and the Issuer, dated the Closing Date and in substantially the forms attached hereto as Exhibit A, with only such changes thereto as are satisfactory to the Purchaser;
 - (ii) The opinion of counsel to the Issuer, addressed to the Purchaser and the Issuer, dated the Closing Date and in substantially the form attached hereto as Exhibit B, with only such changes thereto as are satisfactory to the Purchaser;
 - (iii) The opinions of counsel to the Obligor, addressed to the Purchaser and the Issuer, dated the Closing Date and in substantially the forms attached hereto as Exhibit C, with only such changes thereto as are satisfactory to the Purchaser;
 - (iv) The opinions of counsel to each of the User Institutions (as defined herein), addressed to the Purchaser, dated the Closing Date, to the effect that: (1) the User Institution is a governmental agency or nonprofit corporation, duly incorporated, validly existing and in good standing under the laws of the State and authorized to transact business under the laws of said State with full power and authority to own its properties and conduct its business and to enter into and perform its obligations under the Plant User Contract and/or Laundry User Contract; (2) the Plant User

Contract and/or Laundry User Contract have been duly authorized, executed and delivered by the User Institution, and, assuming due authorization, execution and delivery by the other parties thereto, each constitutes the legal, valid and binding agreement of the User Institution, enforceable against the User Institution in accordance with its terms except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (3) there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body, pending or threatened against or affecting the User Institution wherein an unfavorable decision, ruling or finding could materially adversely affect the financial condition or operations of the User Institution, or the transactions contemplated by the Plant User Contract and/or Laundry User Contract or the validity or enforceability of the Plant User Contract and/or the Laundry User Contract; (4) the execution and delivery of the Plant User Contract and/or the Laundry User Contract and compliance with the provisions of each thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the User Institution a breach of any of the terms, conditions, or provisions of, or constitute a default under, its Articles of Incorporation, By-Laws, Charter, or authorizing legislation, as applicable, any existing law or administrative rule or regulation, or to the knowledge of such counsel, any court order or decree, or any agreement, indenture, mortgage, lease, or other instrument by which it is bound or to which it is subject; and (5) no approval or other action by any governmental authority or agency is required in connection with the execution by the User Institution of the Plant User Contract and/or the Laundry User Contract, or the performance by the User Institution of its obligations thereunder. For purposes of this Bond Purchase Agreement, "User Institutions" shall mean, (a) Jewish Hospital & St. Mary's Healthcare, Inc. f/k/a Jewish Hospital Healthcare Services, Inc., a Kentucky nonprofit corporation, (b) Norton Healthcare, Inc., a Kentucky nonprofit corporation, (c) University Medical Center, Inc. d/b/a University of Louisville Hospital, a Kentucky nonprofit corporation, (d) University of Louisville, a public institution of higher education and an independent instrumentality of the Commonwealth, and (e) Kentucky Community & Technical College System, a public institution of post-secondary education operating the public community and technical colleges throughout the Commonwealth;

- (v) A certificate dated the Closing Date by the Mayor of the Issuer to the effect that: (1) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and (2) the Issuer has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied at or before the Closing;

- (vi) A certificate, dated the Closing Date, signed by the authorized officer of the Obligor, in which such officer states that to the best of his knowledge after diligent investigation that: (1) the representations and warranties of the Obligor in this Bond Purchase Agreement are true and correct as of the Closing Date; (2) no litigation is pending or, to his knowledge, threatened, to restrain or enjoin the collection of revenues sufficient to enable the Obligor to perform its obligations under the Bond Trust Indentures, Loan Agreements or the Plant Mortgage, or in any way contesting or affecting any authority for the execution and delivery or the validity of the Bonds, the Bond Trust Indentures, the Loan Agreements, the Plant Mortgage or this Bond Purchase Agreement, or in any way contesting the corporate existence or powers of the Obligor; and (3) no event has occurred that would constitute a material default (including, but not limited to, any event that would permit acceleration) on the part of the Obligor in any agreement relating to indebtedness of the Obligor or that causes the Obligor to believe that it will default in any material way with respect to its obligations under any such agreement;

- (vii) A certificate, dated the Closing Date, signed by an authorized officer of each of the User Institutions, in which such officer states that to the best of his knowledge after diligent investigation that: (1) the User Institution is a governmental agency or a nonprofit corporation, duly incorporated, validly existing and in good standing under the laws of the State and authorized to transact business under the laws of said State with full power and authority to own its properties and conduct its business and to enter into and perform its obligations under the Plant User Contract and/or Laundry User Contract; (2) the Plant User Contract and/or Laundry User Contract, have been duly authorized, executed and delivered by the User Institution, and, assuming due authorization, execution and delivery by the other parties thereto, each constitutes the legal, valid and binding agreement of the User Institution, enforceable against the User Institution in accordance with its terms except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (3) there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body, pending or threatened against or affecting the User Institution wherein an unfavorable decision, ruling or finding could materially adversely affect the financial condition, the tax-exempt status, or operations of the User Institution, or the transactions contemplated by the Plant User Contract and/or Laundry User Contract or the validity or enforceability of the Plant User Contract and/or the Laundry User Contract; (4) the execution and delivery of the Plant User Contract and/or the Laundry User Contract and compliance with the provisions of each thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the User Institution a breach of

any of the terms, conditions, or provisions of, or constitute a default under, its Articles of Incorporation, By-Laws, charter or authorizing legislation, any existing law or administrative rule or regulation, or to the knowledge of such counsel, any court order or decree, or any agreement, indenture, mortgage, lease, or other instrument by which it is bound or to which it is subject; and (5) no approval or other action by any governmental authority or agency is required in connection with the execution by the User Institution of the Plant User Contract and/or the Laundry User Contract, or the performance by the User Institution of its obligations thereunder ;

- (viii) A certificate of an officer of the Trustee, acceptable to the Purchaser, dated the Closing Date, to the effect that: (1) the Bond Trust Indentures have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Issuer, constitute valid and binding agreements of the Trustee enforceable against the Trustee in accordance with its terms; (2) the Bonds have been authenticated in accordance with the Bond Trust Indentures by duly authorized officers or signatories of the Trustee; and (3) an incumbency certificate of the Trustee, in form and content acceptable to the Purchaser and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Bonds, the Bond Trust Indentures and all other financing documents to be signed by the Trustee;
- (ix) Executed counterparts of the Bond Trust Indentures, the Loan Agreements and the Plant Mortgage, executed by the parties thereto, and specimens of the Bonds;
- (x) A copy of the Articles of Incorporation of the Obligor certified by the Secretary of State of the state of its incorporation, as of a date not more than ten business days before the Closing Date; and copies of the By-Laws of the Obligor as amended through the Closing Date, and the resolutions of the Board of Directors of the Obligor authorizing the execution and delivery of the Loan Agreements, the Plant Mortgage and this Bond Purchase Agreement, all certified by the Secretary or Assistant Secretary of the Obligor;
- (xi) A copy of the Ordinances of the Issuer authorizing the execution and delivery of the Bonds, the Bond Trust Indentures, the Loan Agreements and this Bond Purchase Agreement, all certified by the Metro Council Clerk of the Issuer;

If either the Issuer or the Obligor shall be unable to satisfy the conditions to the obligations of the Purchaser contained in this Bond Purchase Agreement, or if the obligations of the Purchaser shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Purchaser, the Obligor, nor the Issuer shall have any further

obligations hereunder, except as provided in Sections [] and [] hereof. However, the Purchaser may in its discretion waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Purchaser and proceed with the Closing.

8. Limitation of Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in the Bond Trust Indentures, the Loan Agreements, this Bond Purchase Agreement or the Bonds, under the ordinances or under any judgment obtained against the Issuer, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any member or officer, as such, past, present or future, of the Issuer, whether directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer on the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or constitution, or otherwise, of any such member or officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid on the Bonds, shall be deemed to be and is hereby expressly waived and released as a condition of and consideration for the execution and delivery of the Bond Trust Indentures, the Loan Agreements, this Bond Purchase Agreement, the Ordinances and the issuance of the Bonds.

The Bonds will not constitute a general obligation, debt or bonded indebtedness or liability of the Issuer under the constitution of the State or give rise to a general obligation or liability of, or a charge against, the general credit or taxing powers of the Issuer, and the holders or owners thereof will not have the right to have taxes or excises levied by the Issuer for the payment of principal of and any premium and interest on the Bonds. The Issuer shall never be required to pay from its own funds any obligations deriving from the issuance of the Bonds, and the Bonds are declared to be special and limited obligations payable solely and only from the receipts derived under the Loan Agreements.

9. Indemnity of the Issuer and the Purchaser.
- (a) The Obligor shall and does hereby release, discharge and/or exonerate the Issuer and its attorneys, agents and employees, and the Purchaser or any of its officials, officers, employees, members, independent contractors or agents (hereinafter the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, agrees and covenants that neither the Obligor nor any of the Obligor's agents, contractors, servants, employees, or licensees (collectively, the "Obligor Parties") will initiate litigation or sue upon, and agrees to protect, defend, indemnify and hold harmless the Indemnified Parties:
- (i) from and against, any loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining

to the Project or the additional real estate constituting the Project, or the use thereof or arising from any act or failure to act by the Obligor Parties, or arising from any accident, injury or damage whatsoever caused to any person, firm or limited liability company occurring during the term of the Loan Agreements, or against all losses, claims, costs, damages, liabilities and expenses which they may incur in connection with or arising out of the direct or indirect application of the proceeds of the loans thereunder, and from and against all costs, liabilities and expenses incurred in or in connection with any claim, action or proceeding brought thereon; provided, however, that the indemnity in this Section 9 shall be effective only to the extent of any loss in excess of amounts paid to the Indemnified Parties from any insurance carried with respect to the loss sustained; and

- (ii) from and against any and all costs, liabilities, expenses and claims arising from any breach or default on the part of the Obligor in connection with its execution and performance of any covenant or agreement on the part of the Obligor to be performed pursuant to the terms of this Bond Purchase Agreement, the Bond Trust Indentures or the Loan Agreements, or in connection with the issuance of the Bonds and the furnishing of information concerning the Projects, the Obligor, its financial status or other matters relating to the Obligor.

In case any action or proceeding is brought against the Indemnified Parties by reason of any of the foregoing, the Obligor upon notice from the Indemnified Parties covenants to resist or defend such action or proceeding at the Obligor's expense. None of the Indemnified Parties shall settle or compromise such claim, action or proceeding without the written consent of the Obligor, as applicable, which shall not be unreasonably withheld, if there exists no Event of Default by the Obligor. Nothing contained in this Section 9, however, shall require the Obligor to indemnify the Indemnified Parties from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or gross negligence of any such person.

- (b) Notwithstanding the foregoing, the Obligor shall be entitled to pursue its remedies against either the Issuer or the Purchaser for damages to the Obligor resulting directly from personal injury or property damage caused by the gross negligence or willful misconduct of either the Issuer or the Purchaser, respectively.
- (c) The indemnity set forth herein shall be in addition to any other obligations of the Obligor owed to the Purchaser or other holder or amounts due hereunder to the Issuer or at common law or otherwise, and shall survive any termination of this Bond Purchase Agreement and the resignation or removal of the Trustee for any reason and shall not be subject to set-off by the Obligor. The indemnifications are intended to and shall be enforceable to the full extent permitted by law.

10. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

11. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. The term “successor” shall not include any holder of any Bonds merely by virtue of such holding. All representations, warranties, agreements, and indemnities contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of delivery of and payment for the Bonds, and any termination of this Bond Purchase Agreement.
12. Negotiated Sale. Pursuant to KRS 103.230(1), the Obligor hereby requests in writing, addressed specifically to the Mayor of the Issuer, that the sale of the Bonds shall be made privately upon a negotiated basis within the meaning of that statute and as provided herein.
13. Counterparts. This Bond Purchase Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.

(Signature page to follow)

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

FIFTH THIRD BANK

By: _____

Title: _____

ACCEPTED:
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
COUNTY ATTORNEY

By: _____
Terri A. Geraghty,
Assistant County Attorney

LOUISVILLE MEDICAL CENTER, INC.

By: _____

Title: _____

EXHIBIT A

Forms of Bond Counsel Opinions

(See attachments)

EXHIBIT B

Form of Issuer Counsel Opinion

(See attachment)

EXHIBIT C

Form of Obligor Counsel Opinions

(See attachment)