

BOND PLACEMENT AGREEMENT

\$_[_____]

**Louisville/Jefferson County Metro Government
Industrial Building Revenue Bonds
(Vesta Derby Oaks Project)
Series 2022A**

\$_[_____]

**Louisville/Jefferson County Metro Government
Industrial Building Revenue Bonds
(Vesta Derby Oaks Project)
Taxable Series 2022B**

March __, 2022

Louisville/Jefferson County Metro Government
527 W. Jefferson Street
Louisville, KY 40202

PSG Vesta Derby Oaks LLC
c/o Patriot Services Group, Inc.
3948 S. Third Street, Suite 85
Jacksonville Beach, Florida 32250

Ladies and Gentlemen:

Piper Sandler & Co. (the “Placement Agent”), on its own behalf and not as your fiduciary or agent for you, and in its capacity as placement agent of the Bonds (as hereinafter defined), offers to enter into the following agreement (the “Bond Placement Agreement”) with the Louisville/Jefferson County Metro Government (the “Issuer”) and PSG Vesta Derby Oaks LLC, a limited liability company duly organized and in good standing under the laws of the State of Delaware (the “Borrower”), which, upon acceptance of this offer, will be binding upon the Issuer, the Borrower and the Placement Agent. This offer is made subject to the Issuer’s and the Borrower’s acceptance on or before 5:00 p.m., Eastern Time, today; if this offer is not timely accepted, it will thereafter be subject to withdrawal by the Placement Agent upon written notice delivered to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer the Borrower. If and when accepted by the Issuer and the Borrower in writing, this Bond Placement Agreement shall constitute the agreement of the Placement Agent to purchase the Bonds on the terms and subject to the conditions herein set forth.

The above-captioned bonds are referred to herein as the “Bonds.” Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture or the Loan Agreement (as such terms are hereinafter defined). The Indenture, the Loan Agreement, the Regulatory Agreement, the Tax Agreement, the Bonds, and this Bond Placement Agreement, to the extent related to the Issuer, are hereinafter collectively referred to as the “Issuer Documents.” The Loan Agreement, the Regulatory Agreement, the Tax Agreement, the Indenture, the Note, the Mortgage,

and this Bond Placement Agreement, to the extent related to the Borrower, are hereinafter collectively referred to as the “Borrower Documents.” The Indenture, the Tax Agreement and the Regulatory Agreement, to the extent related to the Trustee, are hereinafter collectively referred to as the “Trustee Documents.” The Loan Agreement, the Regulatory Agreement, the Tax Agreement, the Indenture, the Note, the Bonds, the Mortgage, and this Bond Placement Agreement are hereinafter collectively referred to as the “Bond Documents.”

Section 1. Purchase and Sale of the Bonds.

Subject to the terms and conditions and in reliance on the representations and warranties herein set forth the Placement Agent hereby agrees, on a reasonable efforts basis, to facilitate the sale of the Bonds in a private placement to [_____], as the bond purchaser (the “Bond Purchaser”), at the purchase prices indicated in Schedule I hereto. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Placement Agent is not acting as a fiduciary of the Issuer, the Bond Purchaser or the Borrower, but rather is acting solely in its capacity as Placement Agent.

The Bonds will mature on the dates and shall bear interest at the rates set forth on Schedule I hereto. The Bonds will be subject to optional and mandatory redemption as set forth in the Indenture. The Borrower agrees to pay the Placement Agent \$[_____] (which does not include Placement Agent’s Counsel fee) in connection with the successful placement of the Bonds (the “Placement Agent’s Fee”), in addition to the other expenses stipulated in Section 8 herein (together with the Placement Agent’s Fee, the “Fees”). The Fees are payable on the Closing Date. Payment of the Fees is solely the obligation of the Borrower.

The Bonds shall be as described in, and shall be issued pursuant to, an Indenture of Trust, dated as of March 1, 2022 (the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, National Association, as trustee (in such capacity, the “Trustee”). The Bonds shall be issued pursuant to an ordinance adopted by the Metro Council of the Issuer on [ORDINANCE DATE] (the “Bond Ordinance”) and the provisions of the laws of the Commonwealth of Kentucky, including Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (the “Act”).

To provide for its loan repayment obligations on the Bonds, the Borrower has entered into a Loan Agreement dated as of March 1, 2022, between the Issuer and the Borrower (the “Loan Agreement”) and has issued a Promissory Note (the “Note”) thereunder.

The proceeds of the Bonds will be used by the Issuer to provide funding for a loan (the “Loan”) to the Borrower. The Issuer, the Borrower, and the Trustee will enter into a Land Use Restriction Agreement (the “Regulatory Agreement”); and the Issuer, the Borrower and Patriot Services Group, Inc. (“PSG”) will enter into a [Tax Compliance Agreement] (the “Tax Agreement”) regarding the operation of the Facilities. The Bonds will be secured by a [MORTGAGE/DEED OF TRUST], executed by the Borrower in favor of the Trustee (collectively, the “Mortgage”) and other collateral pledged under the Indenture.

It shall be a condition (a) to the obligations of the Issuer to sell and deliver the Bonds to the Placement Agent, and (b) to the obligations of the Placement Agent with respect to the Bonds,

to purchase the Bonds and place the Bonds with the Bond Purchaser, that the entire aggregate principal amount of the Bonds to be sold and delivered by the Issuer in accordance with this Section 1 shall be sold and delivered simultaneously by the Issuer and be purchased, accepted and paid for simultaneously by the Placement Agent.

Section 2. Private Placement Memorandum.

The Borrower shall provide to the Placement Agent, at the Borrower's expense, the Private Placement Memorandum dated March __, 2022, related to the Bonds (the "Private Placement Memorandum") as soon as practicable following the execution and delivery of this Bond Placement Agreement, but in no event later than the Closing Date, in an amount of copies mutually agreed upon, together with all supplements and amendments thereto, signed on behalf of the Borrower. The Issuer hereby consents to the use of the Private Placement Memorandum by the Placement Agent and its delivery to the Bond Purchaser in conjunction with the placement of the Bonds.

Section 3. Representations of the Issuer.

The Issuer represents to, and agrees with, the Placement Agent and the Borrower as follows:

(a) The Issuer is a political subdivision organized and existing under the laws of the Commonwealth of Kentucky (the "State") and has full power and authority under the Act to adopt the Bond Ordinance, and to enter into and to perform its obligations under the Issuer Documents. The Issuer has taken all necessary action and has complied with all provisions of the Act required to make the Issuer Documents, when executed and delivered by the respective parties thereto, the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases.

(b) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has authorized the distribution of the Private Placement Memorandum and authorized and approved the execution and delivery of the Issuer Documents and the consummation by the Issuer of the transactions contemplated thereby.

(c) To the knowledge of the undersigned Mayor of the Issuer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending against the Issuer, seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Issuer taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Issuer Documents or the existence or powers of the Issuer relating to the authorization, issuance and sale of the Bonds.

(d) The statements and information contained in the Private Placement Memorandum under the captions “SHORT STATEMENT—The Issuer and the Series 2022 Bonds,” “THE ISSUER” and “LITIGATION—The Issuer” are true and correct in all material respects, and such information does not contain an untrue statement of a material fact or omit any statement of a material fact concerning the Issuer which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent, at the expense of the Placement Agent or Borrower, as the Placement Agent may reasonably request in endeavoring (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Placement Agent may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Issuer be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

(f) The execution and delivery by the Issuer of the Issuer Documents and compliance with the provisions on the Issuer’s part contained therein will not conflict with or constitute a material breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Issuer Documents.

The execution and delivery of this Bond Placement Agreement by the Issuer shall constitute a representation by the Issuer to the Placement Agent and the Borrower that the representations and agreements contained in this Section are true as of the date hereof; provided, however, that as to information furnished by the Borrower pursuant to this Bond Placement Agreement, the Issuer is relying solely on such information in making the Issuer’s representations and agreements, and as to all matters of law the Issuer is relying on the advice of Bond Counsel or other counsel to the Issuer; and provided further, that no member, officer, agent or employee of the governing body of the Issuer shall be individually liable for the breach of any representation, warranty or agreement contained herein.

Section 4. Representations, Warranties and Agreements of the Borrower.

The Borrower represents and warrants to, and agrees with, the Placement Agent and the Issuer as follows:

(a) The Borrower is duly organized and existing as a limited liability company under the laws of the State of Delaware, has full legal right, power and authority to own its

properties and to conduct its business as described in the Private Placement Memorandum and to enter into and to carry out and consummate the transactions contemplated by the Borrower Documents and the Private Placement Memorandum, and is duly qualified to do such business and is in good standing wherever such qualification and/or standing are required.

(b) PSG is the sole member of the Borrower, is duly formed and existing as a not-for-profit corporation under the laws of Florida, and is an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

(c) PSG has been determined to be and is exempt from federal income taxes under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code, and PSG is not a “private foundation” as defined in Section 509(a) of the Code. PSG has not impaired its status as an organization exempt from federal income taxation under the Code and PSG will not, either from and including the date hereof to and including Closing Date and thereafter, while any of the Bonds remain outstanding, impair its status as a “501(c)(3) organization” as that term is used in Section 145 of the Code, so as to affect adversely the validity or the federal tax-exempt status of interest on the Tax-Exempt Bonds (as such term is defined in the Indenture). There are no facts or circumstances presently existing which could cause such determination to be withdrawn or revoked. None of the proceeds of the sale of the Tax-Exempt Bonds will be used in “private business use” as defined in Section 141(b)(6) of the Code or for any “private loan financing” as defined in Section 141(c) of the Code. Neither the Borrower nor PSG has “unrelated business taxable income” as defined in Section 512 of the Code in an amount which could have a material adverse effect on PSG’s status as a 501(c)(3) organization or which, if such income were subject to federal income taxation, would have a material adverse effect on the Borrower’s or PSG’s condition, financial or otherwise.

(d) By all necessary action, the Borrower has duly authorized and adopted the Borrower Documents and approved the execution and delivery of the Borrower Documents, and the performance by the Borrower of the obligations in connection with the issuance of the Bonds on its part contained in the Borrower Documents and the consummation by it of all other transactions contemplated by the Indenture, the Private Placement Memorandum and the Borrower Documents in connection with the issuance of the Bonds.

(e) On the Closing Date, the Borrower Documents will constitute the valid, legal and binding obligations of the Borrower (assuming due authorization, execution and delivery by the respective other parties thereto, where necessary), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting the enforcement of creditors’ rights and to general principles of equity, regardless of whether such enforceability is considered in equity or in law.

(f) As of the date hereof, the Borrower is not in violation of, breach of or default under any applicable law of the State or of any state in which the Borrower is authorized

to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound, which violation or breach of or default would have a material adverse effect upon the transactions contemplated by this Bond Placement Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instruments; and the execution and delivery of the Borrower Documents, and compliance with the provisions on the Borrower's part contained therein, do not and will not conflict with or constitute on the part of the Borrower a violation or breach of or default under any law of the State or of any state in which the Borrower is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound which violation, breach or default would have a material adverse effect upon the transactions contemplated by this Bond Placement Agreement, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or under the terms of any such law, regulation or instrument, except as provided by the Bonds or the Borrower Documents.

(g) All consents, approvals, authorizations, and orders of or filings or registrations with any governmental authority, board, agency or commission of any state or of the United States having jurisdiction required in connection with, or the absence of which would materially adversely affect, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder have been obtained or made and are in full force and effect or will be timely obtained.

(h) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation of which the Borrower has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the knowledge of the Borrower, threatened against the Borrower, affecting the existence of the Borrower or the titles of its officers executing this Bond Placement Agreement to their respective offices, affecting the transaction contemplated by the Private Placement Memorandum or the exclusion of interest on the Tax-Exempt Bonds from the gross income, for federal income tax purposes, of the owners of the Bonds, or contesting or affecting as to the Borrower the validity or enforceability of the Bonds, any Borrower Document or the execution and delivery or adoption by the Borrower of any Borrower Document, or in any way contesting or challenging the completeness or accuracy of the Private Placement Memorandum or the powers of the Borrower or its authority with respect to the Borrower Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the knowledge of the Borrower, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or

finding would materially adversely affect the Borrower's financial condition or operations or the validity of the authorization, execution, delivery or performance by the Borrower of any Borrower Document.

(i) The Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent as the Placement Agent may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Placement Agent may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts upon the reasonable request of the Placement Agent to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Borrower shall not be required to register as a dealer or broker of securities or execute a general or special consent to service of process or qualify to do business in any jurisdiction where it is not now so subject.

(j) Any certificate signed by the Borrower and delivered to the Placement Agent or the Issuer pursuant to the Indenture or the Borrower Documents shall be deemed a representation and warranty by the Borrower to the Placement Agent and the Issuer as to the statements made therein as of the date thereof.

(k) The Borrower will not take or omit to take any action, which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds under the Code.

(l) The Borrower shall honor all other covenants contained in the Borrower Documents.

(m) All permits, licenses and other authorizations necessary for the ownership, acquisition, rehabilitation, and equipping of the Facilities in the manner contemplated by the Private Placement Memorandum and the Borrower Documents have been obtained or will be obtained by the time required, and said ownership, acquisition, rehabilitation, and equipping are not in conflict with any zoning or similar ordinance applicable to the Facilities.

(n) The information in the Private Placement Memorandum, as of its date and the Closing Date (and including any supplements and amendments thereto), under the captions "SHORT STATEMENT—Facilities," "—Physical Condition of the Facilities," "—The Property Manager and the Management Agreement", "—Bondholders' Risks", "INTRODUCTION," "THE BORROWER AND PATRIOT SERVICES GROUP," "SOURCES AND USES OF FUNDS," "CERTAIN BONDHOLDERS' RISKS," "LITIGATION—The Borrower," APPENDIX A, and APPENDIX B does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The execution and delivery of this Bond Placement Agreement by the Borrower shall constitute a representation to the Placement Agent and the Issuer that the representations and warranties contained in this Section 4 are true as of the date hereof.

Section 5. Indemnification.

(a) To the fullest extent permitted by law, the Borrower agrees to pay, defend, protect, indemnify, save and hold harmless the Issuer and the Placement Agent, and each past, present and future member, officer, director, official, employee and agent of the Issuer and the Placement Agent, and each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively referred to herein as the “Indemnified Parties”), against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees), causes of action (whether in contract, tort or otherwise), suits, claims, demands and judgments of any kind, character and nature (collectively referred to herein as the “Liabilities”) directly or indirectly arising from or in any way relating to (i) the Bonds, the Loan, the Loan Agreement, the Indenture, this Bond Placement Agreement or any document related to the Bonds (collectively, the “Transaction Documents”) or any transaction or agreement pertaining to the foregoing, or (ii) any untrue or misleading statement or alleged untrue or alleged misleading statement of a material fact provided by or on behalf of the Borrower contained in the Private Placement Memorandum except for information set forth under the headings “SHORT STATEMENT—The Issuer and the Series 2022 Bonds,” “THE ISSUER” and “LITIGATION – The Issuer” or caused by any omission or alleged omission by or on behalf of the Borrower from the Private Placement Memorandum (except the above-referenced sections of the Private Placement Memorandum) of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) This paragraph shall not apply to the Issuer or any affiliate, member, officer, director, official, supervisor, counsel, employee, attorney and agent past, present and future of the Issuer (collectively, the “Issuer Parties”). Any Indemnified Party shall notify the Borrower of the existence of any Liability to which this indemnification obligation would apply and shall give to the Borrower an opportunity to defend the same at the Borrower’s expense and with counsel satisfactory to the Indemnified Party, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If there may be legal defenses available to the Indemnified Party that are in conflict with those available to the Borrower or if the Borrower shall, after this notice and within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Borrower, provided that any compromise or settlement shall be entered into only with the consent of the Borrower.

This paragraph shall apply to the Issuer Parties. In case any claim shall be made or action brought against an Issuer Party for which indemnity may be sought against the

Borrower, as provided above, the Issuer Party shall promptly notify the Borrower in writing setting forth the particulars of such claim or action and the Borrower shall assume the defense thereof, including the retaining of counsel acceptable to the Issuer Party and the payment of all expenses. The Issuer Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless (i) the Borrower shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Issuer Party, and the Borrower and the Issuer Party have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Borrower, in which case the Borrower shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(c) Except with respect to the Issuer (including its past, present and future officers, directors, members, employees, counsel or agents), in order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph (b) of this section is for any reason held to be unavailable (other than a holding to the effect that the specific circumstances are not the subject of the indemnity), the Borrower and the Indemnified Party shall contribute proportionately to the aggregate Liabilities to which the Borrower and the Indemnified Party may be subject, so that the Indemnified Party is responsible for that portion represented by the percentage that the fees paid by the Borrower to the Indemnified Party in connection with the issuance and administration of the Bonds bear to the aggregate offering price of the Bonds, with the Borrower responsible for the balance; provided, however, that in no case shall the Indemnified Party be responsible for any amount in excess of the fees paid by the Borrower to the Indemnified Party in connection with the issuance and administration of the Bonds.

(d) The Indemnified Parties, other than the Issuer and the Placement Agent, shall be considered to be intended third party beneficiaries of this Bond Placement Agreement for purposes of indemnification and exculpation from liability, the provisions of which shall be in addition to all liability that the Borrower may otherwise have and shall survive any termination of this Bond Placement Agreement, the placement of the Bonds and the payment or provisions for payment of the Bonds.

(e) The indemnification hereunder shall be in addition to, and shall not limit, any indemnity granted by the Borrower pursuant to the Loan Agreement, the Regulatory Agreement or any other document.

(f) The indemnification obligations hereunder shall be limited as follows: (i) in the case of any Indemnified Party other than the Issuer and its related Indemnified Parties, they shall not be indemnified by the Borrower with respect to Liabilities caused by the gross negligence or willful misconduct of such party, and (ii) in the case of the Issuer and any related Indemnified Party, they shall not be indemnified by the Borrower with respect to Liabilities arising from their own bad faith, fraud or willful misconduct.

(g) Notwithstanding anything to the contrary contained in this Section 5, it is understood and agreed that nothing in this Section 5 or elsewhere in this Bond Placement Agreement shall be deemed or construed as a modification of or limitation on the rights of

the Issuer and the Issuer Indemnified Persons to indemnification from the Borrower under the indemnification provisions of the Loan Agreement AND THAT THE RELEASE AND INDEMNIFICATION OF THE ISSUER AND THE ISSUER INDEMNIFIED PERSONS PROVIDED FOR IN SECTION 6.4 OF THE LOAN AGREEMENT SHALL APPLY TO THIS BOND PLACEMENT AGREEMENT AS IF FULLY SET FORTH HEREIN; THE BORROWER FURTHER ACKNOWLEDGES THAT SECTION 6.4 OF THE LOAN AGREEMENT PROVIDES THAT THE BORROWER SHALL RELEASE AND INDEMNIFY THE ISSUER AND THE ISSUER INDEMNIFIED PERSONS AGAINST ITS OR THEIR OWN NEGLIGENCE OF ANY KIND, DEGREE OR DESCRIPTION.

Section 6. Closing.

Prior to 10:00 a.m., Eastern Time, on March __, 2022 (the “Closing Date”), or at such time on such earlier or later date as shall be agreed upon in writing by the Issuer, the Borrower and the Placement Agent, the Placement Agent shall cause to be deposited in immediately available funds with the Trustee pursuant to its wire instructions set forth in the Closing Memorandum the full purchase prices for the Bonds set forth in Schedule I hereto (the “Purchase Price”). Upon receipt by the Trustee, the Issuer shall apply the Purchase Price to the purchase of the Bonds.

At 11:00 a.m., Eastern time, on the Closing Date, or at such time on such earlier or later date as shall be agreed upon in writing by the Issuer, the Borrower and the Placement Agent, the Issuer shall direct the Trustee to deliver the Bonds to the Placement Agent through the facilities of The Depository Trust Company (“DTC”), New York, New York, pursuant to DTC’s procedures, in definitive form, duly executed and authenticated by the Trustee. Subject to the terms and conditions hereof, the Issuer shall deliver at the offices of Frost Brown Todd LLC (“Bond Counsel”) the other documents and instruments to be delivered pursuant to this Bond Placement Agreement (the “Closing Documents”) and the Placement Agent shall accept delivery of the Bonds and Closing Documents and pay the aggregate purchase price for the Bonds by wire transfer, to the Trustee immediately available federal funds, for the account of the Issuer or as the Issuer shall direct. As a condition precedent to such acceptance, the Placement Agent shall have received the Placement Agent’s Fee by wire transfer in immediately available federal funds to the order of the Placement Agent, in such manner as shall be agreed upon by the Borrower and the Placement Agent (but in no event shall such fee be netted against the purchase price of the Bonds). This delivery and payment is herein called the “Closing”.

In the event that the Closing has not occurred by 3:00 p.m., Eastern Time, on the Closing Date, the Issuer hereby instructs the Trustee to return the Purchase Price to the Placement Agent by wire transfer pursuant to instructions provided by the Placement Agent to the Trustee; provided that upon written notice to the Issuer, the Borrower and the Trustee, the Placement Agent may extend the foregoing deadline in its sole discretion.

Section 7. Closing Conditions.

The Placement Agent has entered into this Bond Placement Agreement in reliance upon representations, warranties and agreements of the Issuer and the Borrower contained herein, in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer and the Borrower

of their obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Placement Agent's obligations under this Bond Placement Agreement to purchase, accept delivery of and pay for the Bonds shall be subject to the performance by the Issuer and the Borrower of their respective obligations to be performed by them hereunder at or prior to the Closing, and to the accuracy of the representations and warranties of the Issuer and of the Borrower contained herein as of the date hereof and as of the Closing as if made on the Closing Date, and shall also be subject to the following additional conditions:

(a) At the time of the Closing, the Bond Ordinance shall have been duly approved and adopted by the Issuer and shall be in full force and effect and the Issuer Documents, the Borrower Documents, and the Trustee Documents shall have been duly authorized, executed and delivered, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Placement Agent and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such actions as, in the opinion of Bond Counsel and counsel for the Placement Agent, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(b) The Placement Agent may terminate this Bond Placement Agreement by notification to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing:

(i) Legislation with an effective date before the Closing Date shall have been enacted by the Congress, or recommended to the Congress for passage by the President of the United States of America or the Department of the Treasury of the United States or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (iii) an order, ruling, regulation (final, temporary, or proposed) or communication (including a press release) shall have been issued by the Department of the Treasury of the United States or the Internal Revenue Service or any other governmental agency, in each case referred to in clauses (i), (ii) and (iii), with the purpose or effect, directly or indirectly, of imposing federal income taxation upon interest to be received on obligations of the general character of the Tax-Exempt Bonds.

(ii) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission or any other governmental agency which, in the opinion of counsel to the Placement Agent, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any event shall have occurred that, in the judgment of the Placement Agent makes untrue or incorrect any statement of a material fact contained in the Private Placement Memorandum or that, in the judgment of the Placement Agent should

be reflected therein in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading, and the Private Placement Memorandum shall not have been supplemented or amended to reflect such event.

(iii) In the judgment of the Placement Agent, the marketability of the Bonds or the market price of the Bonds is adversely affected because: (A) additional material restrictions not in force as of this date shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, including, without limitation, the general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, or the establishment of minimum prices on either such exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Placement Agent; (C) a general banking moratorium shall have been established by federal, New York or the State's authorities; (D) a state, national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise shall have occurred, or any conflict involving the armed forces of the United States of America shall have escalated to such a magnitude as to materially affect the ability of the Placement Agent to market the Bonds; (E) an amendment to the Constitution of the United States or the Constitution of the State shall have been ratified; (F) any federal or state legislation is proposed, introduced or enacted; (G) any decision of any federal or state court shall have been delivered; (H) any ruling or regulation (final, temporary or proposed) of the Treasury Department of the United States, the Internal Revenue Service or other federal or State's authority shall have been issued or promulgated; or (i) any bill shall have been favorably reported out of committee in either House of the Congress of the United States, in any case affecting the tax status of the Borrower, PSG, or the Issuer, its property or income, its outstanding securities (including the Tax-Exempt Bonds), or the interest thereon, or any tax exemption granted or authorized by the Act; (ii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Issuer; (iii) legislation shall have been introduced in or enacted by the Legislature of the State with the purpose or effect, directly or indirectly, of imposing state income taxation upon interest to be received by any owners of the Bonds or that would, in the reasonable judgment of the Placement Agent, adversely affect an investment in or the security pledged for the Bonds; (iv) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission has been issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended, or of the Trust Indenture Act of 1939, as amended; or (v) in the Congress of the United States, legislation has been enacted or a bill has been favorably reported out of committee to either House, or a decision by a court of the United States of America is rendered, or a ruling, regulation,

proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made, to the effect that outstanding securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended.

(iv) There shall have occurred any change that, in the reasonable judgment of the Placement Agent, makes unreasonable or unreliable any of the assumptions upon which: (i) yield on the Tax-Exempt Bonds for purposes of compliance with the Code, (ii) payment of debt service on the Bonds, or (iii) the basis for the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds, is predicated.

(v) The marketability of the Bonds or the market price thereof, in the opinion of the Placement Agent, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets or the Initial Bondholder is unable to settle and take delivery of the Bonds.

(vi) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto.

(vii) Any amendment to the federal or the State's constitutions or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, or income securities (or interest thereon).

(viii) There shall have occurred since the date of this Bond Placement Agreement any materially adverse change in the affairs or financial condition of the Borrower.

(ix) Any action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or by the Private Placement Memorandum, including the tax-exempt status of PSG under Sections 501(a) and 501(c)(3) of the Code.

(x) Any fact or event shall exist or have existed that, in the Placement Agent's judgment, requires or has required an amendment of or supplement to the Private Placement Memorandum.

(c) At or prior to the Closing, the Placement Agent shall receive the following documents:

(i) approving opinions of Bond Counsel addressed to the Issuer, dated the Closing Date substantially in the forms attached to the Private Placement

Memorandum, and reliance letters of such counsel dated the Closing Date and addressed to the Placement Agent and the Trustee;

(ii) opinions or certificates, as the case may be, dated the Closing Date and addressed to the Placement Agent, the Trustee and to such other parties as may be appropriate, of

(A) Bond Counsel, in the form and substance acceptable to counsel to the Placement Agent and including exemption from registration under the Securities Act of 1933, as amended and exemption from qualification under the Trust Indenture Act of 1939, as amended;

(B) Borrower's Counsel, in form and substance satisfactory to the Placement Agent and Bond Counsel; and

(C) Issuer's Counsel, in form and substance satisfactory to the Placement Agent and Bond Counsel.

(d) The Placement Agent shall have received an opinion of its counsel in a form satisfactory to the Placement Agent.

(e) The Placement Agent shall have received certificates, dated the Closing Date, and signed on behalf of the Issuer, to the effect that the representations and warranties of the Issuer contained in this Bond Placement Agreement and the Issuer Documents are true and correct in all material respects on the date thereof with the same effect as if made on the date thereof; to the Issuer's knowledge, the information in the Private Placement Memorandum under the captions "SHORT STATEMENT—The Issuer and the Series 2022 Bonds," "THE ISSUER" and "LITIGATION—The Issuer" does not contain an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; and that the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Bonds and the Issuer Documents on or prior to the date thereof.

(f) The Placement Agent shall have received a certificate of the Borrower, dated the Closing Date, that (A) each of the representations and warranties set forth in the Borrower Documents (including this Bond Placement Agreement) is true and correct in all material respects on the Closing Date with the same effect as if made on the Closing Date, (B) to the Borrower's knowledge, no event has occurred since the date of the Private Placement Memorandum to cause the information in the Private Placement Memorandum under the captions "SHORT STATEMENT—Facilities," "—Physical Condition of the Facilities," "—The Property Manager and the Management Agreement", "—Bondholders' Risks", "INTRODUCTION," "THE BORROWER AND PATRIOT SERVICES GROUP," "SOURCES AND USES OF FUNDS," "CERTAIN BONDHOLDERS' RISKS", "LITIGATION—The Borrower," APPENDIX A, and APPENDIX B to contain an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not

misleading, and (C) the Borrower has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied under the Borrower Documents on or prior to the Closing Date.

(g) The Placement Agent shall have received counterpart originals or certified copies of each of the Issuer Documents, Borrower Documents and Trustee Documents.

(h) The Placement Agent and Bond Counsel shall have received the Tax Agreement, dated the Closing Date, with respect to the facts, estimates and circumstances and reasonable expectations pertaining to Section 148 of the Code to support the conclusion that, among other things, none of the Tax-Exempt Bonds will be an “arbitrage bond.”

(i) The Placement Agent and Bond Counsel shall have received evidence satisfactory to them to the effect that PSG is an organization as described in Section 501(c)(3) of the Code, that PSG is not a “private foundation” as that term is used in the Code and that the Borrower is a single member “disregarded entity” for federal income tax purposes.

(j) The Placement Agent shall have received a closing certificate from the Trustee in a form acceptable to counsel to the Placement Agent.

(k) The Placement Agent shall have received such agreements, certificates and opinions as requested by the Placement Agent to evidence the closing of the Bonds.

(l) The Placement Agent shall have received a pro forma mortgagee title insurance policy, dated effective as of the date of recording of the Mortgage, in form, scope and substance satisfactory to the Placement Agent, insuring the lien of the Mortgage in an amount equal to the initial face amount of the Bonds, subject only to such liens and encumbrances as the Placement Agent may approve.

(m) The Placement Agent shall have received evidence of the insurance required under the Loan Agreement.

(n) The Placement Agent shall have received an ALTA/NSPS Land Title Survey of the land and the Facilities by a surveyor approved by the Placement Agent, in form and substance acceptable to the Placement Agent.

(o) The Placement Agent shall have received evidence reasonably satisfactory to the Placement Agent that building permits have been provided or will be provided upon the payment of fees.

(p) The Placement Agent shall have received a budget detailing the costs of the proposed rehabilitation of the Facilities, and plans and specifications detailing the scope of such rehabilitation, all satisfactory to the Placement Agent.

(q) The Placement Agent shall have received copies of contracts with an architect and a general contractor or prime contractors, satisfactory to the Placement Agent, for the performance of the rehabilitation.

(r) The Placement Agent shall have received such additional legal opinions, certificates (including any certificates necessary or desirable in order to establish the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes), instruments and other documents as the Placement Agent may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the Issuer's and the Borrower's representations herein and in the Private Placement Memorandum and the due performance or satisfaction by the Issuer and the Borrower on or prior to such date of all agreements then to be performed, and all conditions then to be satisfied by them.

If the obligations of the Placement Agent shall be terminated for any reason permitted by this Bond Placement Agreement, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

Section 8. Expenses.

The Placement Agent shall be under no obligation to pay, and the Borrower hereby agrees to pay, all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (a) the costs of printing and preparation for printing or other reproduction for distribution and use in connection with the placement of the Bonds, such number of copies as the Placement Agent shall require of the Indenture, the Bond Ordinance, the Private Placement Memorandum, as well as any delivery costs incurred in connection with the distribution of the foregoing documents; (b) the cost of preparing the definitive Bonds; (c) the fees and disbursements of Bond Counsel in connection with the authorization and issuance of the Bonds; the fees and expenses of the Trustee and its counsel; the fees and expenses of the Issuer and its counsel; and the fees and disbursements of any other experts or consultants retained by the Issuer; (d) the Placement Agent's Fee as provided in Section 1 hereof and the fees and expenses of counsel to the Placement Agent; and (e) all other expenses in connection with the placement of the Bonds. The Borrower shall also pay for any expenses incurred by the Placement Agent which are incidental to implementing this Bond Placement Agreement and the issuance of the Bonds, and any other miscellaneous closing costs. The Borrower acknowledges it had an opportunity, in consultation with such advisors as it deemed appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

The Issuer shall not have any obligation to pay any fees, expenses or costs associated with or resulting from the issuance and delivery of the Bonds.

Section 9. Notices.

Any notice or other communication to be given to the Issuer or the Borrower at the respective addresses set forth on the first page hereof and any such notice or other communication to be given to the Placement Agent may be given by mailing the same to Piper Sandler & Co., 3424 Peachtree Road NE, Suite 2050, Atlanta, GA 30326, Attention: Cody Wilson.

Section 10. Parties in Interest.

This Bond Placement Agreement is made solely for the benefit of the Issuer, the Borrower and the Placement Agent (including any successor or assignees of the Placement Agent), and,

except as provided in Section 5 hereof, no other party or person shall acquire or have any right hereunder or by virtue hereof.

Section 11. Amendments.

This Bond Placement Agreement may not be amended without the written consent of the Issuer, the Borrower and the Placement Agent.

Section 12. Survival of Representations and Warranties.

The representations of the Issuer and the representations and warranties of the Borrower shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Placement Agent (or statements as to the results of such investigations) concerning such representations and statements of the Issuer and the Borrower and regardless of delivery of and payment for the Bonds.

Section 13. Execution in Counterparts.

This Bond Placement Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 14. No Prior Agreements.

This Bond Placement Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the Issuer.

Section 15. Effective Date.

This Bond Placement Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Issuer and the Borrower and shall be valid and enforceable as of the time of such acceptance.

Section 16. Governing Law.

This Bond Placement Agreement shall be governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles of the Commonwealth of Kentucky.

All claims of whatever character arising out of this Bond Placement Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between the Issuer and any other party hereto, if and to the extent that such claim potentially could or actually does involve the Issuer or any Issuer Indemnified Person, shall be brought in any state or federal court of competent jurisdiction located in Jefferson County, Kentucky. By executing and delivering this Bond Placement Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non conveniens; and (iii) agrees not to seek removal of

such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Issuer of any prior notice or procedural requirements applicable to actions or claims against or involving joint powers commissions or governmental units of the Commonwealth of Kentucky that may exist at the time of and in connection with such matter.

Section 17. Placement Agent Not Acting as Advisor or Fiduciary.

The Issuer and the Borrower each acknowledge and agree that (i) the placement of the Bonds pursuant to this Bond Placement Agreement is an arm's-length commercial transaction among the Issuer, the Borrower, and the Placement Agent, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is and has been acting solely as a principal and is not acting as the agent, advisor, municipal advisor or fiduciary of the Issuer or the Borrower, (iii) the Placement Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer or the Borrower with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the Issuer or the Borrower on other matters) and the Placement Agent has no obligation to the Issuer or the Borrower with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Placement Agreement and (iv) the Issuer and the Borrower have consulted their own legal, financial and other advisors to the extent they deem appropriate.

Section 18. Concerning the Issuer.

The Placement Agent acknowledges that Issuer has not participated in the preparation of the Private Placement Memorandum and has made no independent investigation and has furnished no information contained in the Private Placement Memorandum, except the information contained under the headings "SHORT STATEMENT—The Issuer and the Series 2022 Bonds," "THE ISSUER" and "LITIGATION – The Issuer" (collectively, the "Issuer Portion") and that except for the Issuer Portion, the Issuer assumes no responsibility with respect to the sufficiency, accuracy, or completeness of any of the information contained in the Private Placement Memorandum or any other document used in connection with the offer and sale of the Bonds.

(Remainder of Page Intentionally Left Blank)

If the foregoing is in accordance with your understanding of the Bond Placement Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement among the Issuer, the Borrower and the Placement Agent in accordance with its terms.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Name: Cody Wilson
Title: Managing Director

(Placement Agent's Signature Page to the *Vesta Derby Oaks Project* Bond Placement Agreement)

ACCEPTED in _____, Kentucky at ____ __.m. Eastern Time this ____ day of March, 2022.

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

By: _____
Mayor Greg Fischer

Approved as to form and legality:

Michael J. O'Connell
Jefferson County Attorney

By: _____
Assistant Jefferson County Attorney

(Issuer's Signature Page to the *Vesta Derby Oaks Project* Bond Placement Agreement)

PSG VESTA DERBY OAKS LLC,
a Delaware limited liability company

By: Patriot Services Group, Inc.,
a Florida not for profit corporation,
its Manager

By: _____
Frederick Wheat, Authorized Signatory

(Borrower's Signature Page to the *Vesta Derby Oaks Project* Bond Placement Agreement)

SCHEDULE I

\$[_____]

**Louisville/Jefferson County Metro Government
Industrial Building Revenue Bonds
(Vesta Derby Oaks Project)
Series 2022A**

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
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\$[_____]

**Louisville/Jefferson County Metro Government
Industrial Building Revenue Bonds
(Vesta Derby Oaks Project)
Taxable Series 2022B**

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
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