

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

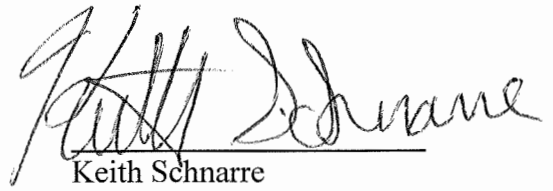
July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

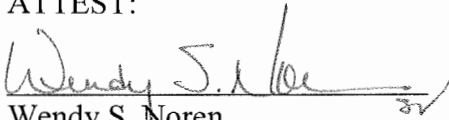
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the petition submitted by Jeff and Stephanie Hemme to vacate and re-plat Lot 34 and the south part of Lot 33 of Bellview Acres Block 1. Said vacation is not to take place until the re-plat is approved.

Done this 27th day of July, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Petition submitted by the Ronald and Mary Ebert Trust; Richard and Dana Alexander; Michael Menser; and, the Arrowhead Lake Estates Homeowners Association, Inc., to vacate and re-plat the following parts of Arrowhead Lake Estates: Lots 24 and 25 and the common street right-of-way shown as Fletcher Dr., Lots 29 and 35 and the common street right-of-way shown as Quiver Lane, and Lot 34 and the common street right-of-way shown as Travois Rd. Said vacation is not to take place until the re-plat is approved.

Done this 27th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

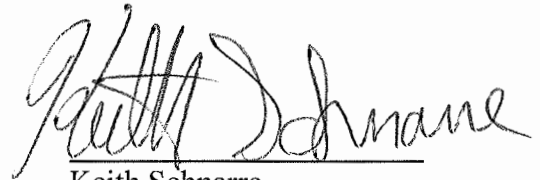
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats:

- Northeast Gate
- Stone Pier Estates Plat 2

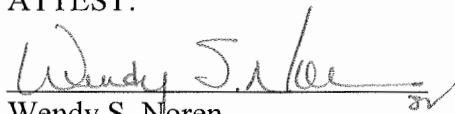
It is further ordered that the Presiding Commissioner be hereby authorized to sign said plats.

Done this 27th day of July, 2004.



Keith Schnarre
Presiding Commissioner

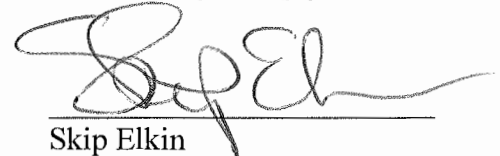
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

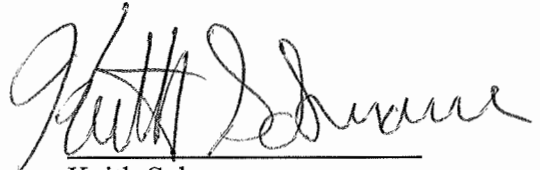
July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

the following, among other proceedings, were had, viz:

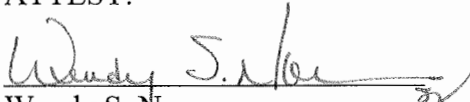
Now on this day the County Commission of the County of Boone does hereby receive and accept Carl plat. The Commission acknowledges the owner has secured the proper bonding for the sewer improvements. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 27th day of July, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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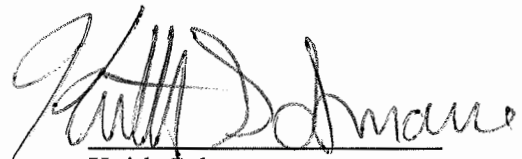
STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04
the following, among other proceedings, were had, viz:

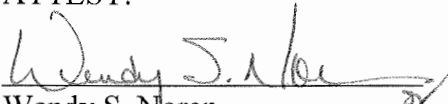
Now on this day the County Commission of the County of Boone does hereby award bid 36-01JUL04 for the Ludwick Boulevard Storm Drainage Improvements to Steve and Associates. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 27th day of July, 2004.



Keith Schnarre
Presiding Commissioner

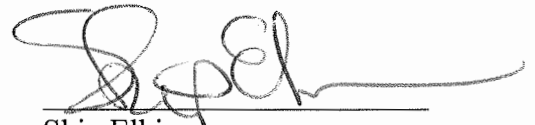
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

309-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 16, 2004
RE: 36-01JUL04 – Ludwick Blvd. Storm Drainage Improvements

The Bid for Ludwick Blvd. closed on July 8, 2004. Eight bids were received. Purchasing and the Public Work's department recommend award to Steve and Associates for submitting the low bid.

Total cost of contract is \$127,755.73 with a 10% contingency of \$12,775.57 for a total Purchase Order amount of \$140,531.30. This contract will be paid out of department 2045 - PW Design and Construction, account number 71100 – Outside Services. The original budget was \$163,000.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation

36-01JUN04 - Iwick Blvd. Storm Drainage Improvements

	Discription	Quantity	Unit	APAC- Missouri		Widel, Inc.		Boone Construction		Lehman Construction	
				Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total
5.1.	Mobilization	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 6,800.00	\$ 6,800.00	\$ 8,800.00	\$ 8,800.00	\$ 5,000.00	\$ 5,000.00
	Construction Staking	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,472.00	\$ 1,472.00	\$ 2,600.00	\$ 2,600.00	\$ 2,000.00	\$ 2,000.00
	Traffic Control	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 3,606.00	\$ 3,606.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00
	Guard Rails	110	LF	\$ 73.00	\$ 8,030.00	\$ 76.00	\$ 8,360.00	\$ 50.00	\$ 5,500.00	\$ 70.00	\$ 7,700.00
	Silt Fence	1	LS	\$ 500.00	\$ 500.00	\$ 298.00	\$ 298.00	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00
	Erosion Control Blanket	350	SY	\$ 5.25	\$ 1,837.50	\$ 15.00	\$ 5,250.00	\$ 5.25	\$ 1,837.50	\$ 3.00	\$ 1,050.00
	Type 3 Mulch	0.25	AC	\$ 3,675.00	\$ 918.75	\$ 2,200.00	\$ 550.00	\$ 3,700.00	\$ 925.00	\$ 3,600.00	\$ 900.00
	Yard Mix Seeding	0.25	AC	\$ 3,675.00	\$ 918.75	\$ 2,200.00	\$ 550.00	\$ 3,700.00	\$ 925.00	\$ 400.00	\$ 100.00
	Respread Topsoil	100	CY	\$ 43.25	\$ 4,325.00	\$ 10.80	\$ 1,080.00	\$ 9.50	\$ 950.00	\$ 7.00	\$ 700.00
	Excavation	600	CY	\$ 20.50	\$ 12,300.00	\$ 7.00	\$ 4,200.00	\$ 11.50	\$ 6,900.00	\$ 6.00	\$ 3,600.00
	Backfill	200	CY	\$ 33.00	\$ 6,600.00	\$ 5.00	\$ 1,000.00	\$ 21.00	\$ 4,200.00	\$ 14.00	\$ 2,800.00
	Removals	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 10,758.00	\$ 10,758.00	\$ 4,400.00	\$ 4,400.00	\$ 3,600.00	\$ 3,600.00
	6" Portland Cement Concrete Pavement (Typical Detail)	140	SY	\$ 60.00	\$ 8,400.00	\$ 193.33	\$ 27,066.20	\$ 80.10	\$ 11,214.00	\$ 45.00	\$ 6,300.00
	5'Hx12'W Dual Concrete Box Culvert	64	LF	\$ 1,085.00	\$ 69,440.00	\$ 908.00	\$ 58,112.00	\$ 2,740.00	\$175,360.00	\$ 703.00	\$ 44,992.00
	Relocate Water Line	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00	\$ 2,950.00	\$ 2,950.00
	Segmental Block Retaining Wall	1,070	SF	\$ 28.00	\$ 29,960.00	\$ 7.00	\$ 7,490.00	\$ 20.50	\$ 21,935.00	\$ 28.00	\$ 29,960.00
	100% Opacity Wood Fencing (6 ft Tall)	364	LF	\$ 24.00	\$ 8,736.00	\$ 17.00	\$ 6,188.00	\$ 38.00	\$ 13,832.00	\$ 18.00	\$ 6,552.00
	Rip Rap	103	SY	\$ 37.00	\$ 3,811.00	\$ 22.00	\$ 2,266.00	\$ 24.25	\$ 2,497.75	\$ 40.00	\$ 4,120.00
	Energy Dissipaters	5	EA	\$ 1,450.00	\$ 7,250.00	\$ 951.27	\$ 4,756.35	\$ 950.00	\$ 4,750.00	\$ 1,000.00	\$ 5,000.00
	Temporary Fencing	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
	BID TOTAL				\$ 192,527.00		\$ 158,602.55		\$278,326.25		\$ 133,024.00
	Qualifications				Yes		Yes		Yes		Yes
	Anti-Collusion Statement				Yes		Yes		Yes		Yes
	Signature & Identity				Yes		Yes		Yes		Yes
	Bidders Acknowledgment				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes
	Addendum #1				Yes		Yes		Yes		Yes
	Addendum #2				Yes		Yes		Yes		Yes

Bid Tabulation

36-01JUN04 - I rick Blvd. Storm Drainage Improvements

	Discription	Quantity	Unit	Emery Sapp & Sons		I&I Works, Inc.		Aplex, Inc.		Steve & Associates	
				Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total	Unit Price	Ex. Total
5.1.	Mobilization	1	LS	\$25,000.00	\$ 25,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15,350.00	\$ 15,350.00	\$ 12,136.88	\$ 12,136.88
	Construction Staking	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,446.78	\$ 1,446.78
	Traffic Control	1	LS	\$ 3,400.00	\$ 3,400.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,078.93	\$ 3,078.93
	Guard Rails	110	LF	\$ 82.00	\$ 9,020.00	\$ 100.00	\$ 11,000.00	\$ 69.50	\$ 7,645.00	\$ 93.86	\$ 10,324.60
	Silt Fence	1	LS	\$ 675.00	\$ 675.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00
	Erosion Control Blanket	350	SY	\$ 6.00	\$ 2,100.00	\$ 3.00	\$ 1,050.00	\$ 5.00	\$ 1,750.00	\$ 5.70	\$ 1,995.00
	Type 3 Mulch	0.25	AC	\$ 4,100.00	\$ 1,025.00	\$ 6,000.00	\$ 1,500.00	\$ 5,000.00	\$ 1,250.00	\$ 1,069.07	\$ 267.27
	Yard Mix Seeding	0.25	AC	\$ 4,100.00	\$ 1,025.00	\$ 6,000.00	\$ 1,500.00	\$ 5,000.00	\$ 1,250.00	\$ 1,603.61	\$ 400.90
	Respread Topsoil	100	CY	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 5.00	\$ 500.00	\$ 9.64	\$ 964.00
	Excavation	600	CY	\$ 8.00	\$ 4,800.00	\$ 5.00	\$ 3,000.00	\$ 15.00	\$ 9,000.00	\$ 8.17	\$ 4,902.00
	Backfill	200	CY	\$ 15.00	\$ 3,000.00	\$ 5.00	\$ 1,000.00	\$ 20.00	\$ 4,000.00	\$ 22.48	\$ 4,496.00
	Removals	1	LS	\$10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,327.00	\$ 2,327.00
	6" Portland Cement Concrete Pavement	140	SY	\$ 62.00	\$ 8,680.00	\$ 38.00	\$ 5,320.00	\$ 50.00	\$ 7,000.00	\$ 23.52	\$ 3,292.80
	5'Hx12'W Dual Concrete Box Culvert	64	LF	\$ 1,155.00	\$ 73,920.00	\$ 1,500.00	\$ 96,000.00	\$ 750.00	\$ 48,000.00	\$ 671.93	\$ 43,003.52
	Relocate Water Line	1	LS	\$ 9,685.00	\$ 9,685.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,977.56	\$ 5,977.56
	Segmental Block Retaining Wall	1,070	SF	\$ 25.50	\$ 27,285.00	\$ 25.00	\$ 26,750.00	\$ 19.40	\$ 20,758.00	\$ 14.53	\$ 15,547.10
	100% Opacity Wood Fencing (6 ft Tall)	364	LF	\$ 18.00	\$ 6,552.00	\$ 18.00	\$ 6,552.00	\$ 20.00	\$ 7,280.00	\$ 21.38	\$ 7,782.32
	Rip Rap	103	SY	\$ 46.00	\$ 4,738.00	\$ 65.00	\$ 6,695.00	\$ 45.00	\$ 4,635.00	\$ 22.33	\$ 2,299.99
	Energy Dissipaters	5	EA	\$ 1,250.00	\$ 6,250.00	\$ 1,400.00	\$ 7,000.00	\$ 650.00	\$ 3,250.00	\$ 908.08	\$ 4,540.40
	Temporary Fencing	1	EA	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,672.68	\$ 2,672.68
	BID TOTAL				\$ 203,555.00		\$ 180,867.00		\$141,668.00		\$ 127,755.73
	Qualifications				Yes		Yes		Yes		Yes
	Anti-Collusion Statement				Yes		Yes		Yes		Yes
	Signature & Identity				Yes		Yes		Yes		Yes
	Bidders Acknowledgment				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes
	Addendum #1				Yes		Yes		Yes		Yes
	Addendum #2				Yes		Yes		Yes		Yes

No Bid

CONTRACT AGREEMENT

309-2004

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Steve & Associates Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 36-01JUL04
Ludwick Boulevard Storm Drainage Improvements
Project No. 9788
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$127,755.73.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
4. Statement of Bidder's Qualifications
5. Instructions to Bidders
6. Bid Form
7. Anti-Collusion Statement
8. Signature and Identity of Bidder
9. Bidder's Acknowledgment
10. Insurance Requirements
11. Contract Conditions
12. Contract Agreement
13. Performance Bond
14. Labor & Material Payment Bond
15. General Specifications
16. Technical Specifications
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates
20. Boone County Standard Terms and Conditions
21. Corps of Engineers and MDNR Permits

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

One Hundred Twenty Seven Thousand Seven Hundred Fifty-Five dollars and Seventy-Three cents (\$127,755.73)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 27 JULY 2004 at
(Date)
Columbia, Missouri.

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Steve and Associates Inc.**

Wendy Noren
Wendy Noren, County Clerk

By: *[Signature]*
Authorized Representative Signature

By: Ryan T. Arrowood
Authorized Representative Printed Name

Title: v/ president

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2045-71100 - \$127,755.73

Jane C. Pitalford
Signature *hyse*

7/21/04
Date

Appropriation Account

NOTICE TO PROCEED

DATE: September 9, 2004

TO: Steve & Associates, Inc. Fax # 573-642-6867

ADDRESS: 7298 County Road 409
Fulton, MO 65251

PROJECT: Bid Number 36 - 01 JUL 04
Ludwick Boulevard Storm Drainage Improvements


You are hereby notified that the Contract Time under the above contract will commence on **September 13, 2004**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **90** working days.

Please Note: Access must be available at all times throughout the project. A temporary access must be kept open, even during demolition of structure and until the permanent temporary crossing is in place on the south end as approved by the Corps of Engineers. No Exceptions, roadway must be kept open.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: 
Date: 9/10/04

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

309-2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

27th day of

July

20 04

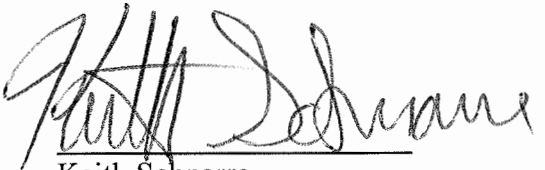
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2300-71101: Election Services – Professional Services	\$3,000.00
2300-91301: Election Services – Computer Equipment	\$22,400.00

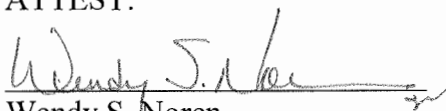
Said budget amendment is to pay a portion of the training coordinator contract and to purchase laptop computers for the polls.

Done this 27th day of July, 2004.



Keith Schnarre
 Presiding Commissioner

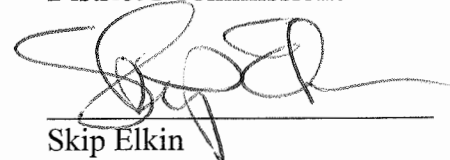
ATTEST:



Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

1st 7/13
2nd 7/27

BOONE COUNTY, MISSOURI

RECEIVED

JUL 12 2004

FOR AUDITORS USE

310-2004

7/12/04
EFFECTIVE DATE

Department	Account	BOONE COUNTY Department Name	AUDITOR Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2300	71101	Election Sew.	Professional		3000
2300	91301	Election Sew	Computer Equip		22,400

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

1. a portion of training coordination contract Not Budgeted
2. purchase used laptops for polls

Wendy Sh
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

absent
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Fund 230: Election Services
Solvency Analysis
Prepared by Auditor's Office
7-12-2004

Fund Balance 1-1-2004 (account 2913) 60,457.55

Plus: Actual Revenues 2004

State Transaction Fees	0.00	
Reimbursement for Election		
Special Election One	5,942.40	
Special Election Two	5,587.54	
Special Election Three	39.27	
Special Election Four	0.00	
Special Election Five	0.00	
Interest (through May)	51.27	
		11,620.48

Less: Budgeted Expenditures 2004

	Current Budget	Budget Revision/ Amendment	Total	Actual YTD Expenditures & Encumbrances	Remaining Budget
Class 1	0.00		0.00	0.00	0.00
Class 2	0.00		0.00	0.00	0.00
Class 3	5,100.00		5,100.00	878.65	4,221.35
Class 4	2,000.00		2,000.00	364.80	1,635.20
Class 5	0.00		0.00	0.00	0.00
Class 6	0.00		0.00	0.00	0.00
Class 7	2,100.00	3,000.00	5,100.00	0.00	5,100.00
Class 8	0.00		0.00	0.00	0.00
Class 9	3,000.00	22,400.00	25,400.00	449.99	24,950.01
	<u>12,200.00</u>	<u>25,400.00</u>		<u>1,693.44</u>	<u>35,906.56</u>

(37,600.00)

Anticipated Fund Balance 12-31-2004

34,478.03

7/12/2004

FY 2004
Budget Amendments/Revisions
Election Services (2300)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/14/2003	37200	Seminars/Conf/Meetings	2,000		Establish 2004 budget	
		37220	Travel	1,100			
		37235	Meals & Lodging - Other	2,000			
		71101	Professional Services	4,100			
		91000	Office Equipment	3,000			
2	5/20/2004	71101	Professional Services		2,000	pay blackberry cell phone charges	
		48050	Cellular Telephones	2,000			
3	7/12/2004	71101	Professional Services	3,000		training coordinator contract, laptop computers for polls	
		91301	Computer Hardware	22,400			

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

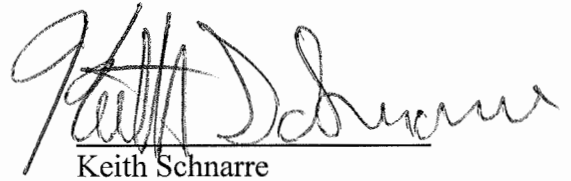
July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

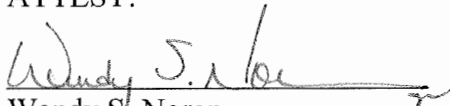
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Change Order #3 for the Brushwood Lake Road Box Culvert Project in the amount of \$998.40. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.


Done this 27th day of July, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: Three (3)

Job No.: 9719

Date: 7-16-04

Project Location: **Brushwood Lake Road Box Culvert Project**

Contractor: Widel Inc.

311-2004

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of

Nine Hundred Ninety-Eight Dollars and 40/100 \$ 998.40

CONTRACTOR - Widel Inc.

SIGNATURE _____ DATE _____

Recommended by: Project Manager

Approved by Director DWM

SIGNATURE [Signature] DATE 7/16/04

Accepted by: Boone County

SIGNATURE [Signature] DATE _____

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
[Signature] 7/21/04
 Auditor

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	201,089.30
PREVIOUS ADDITIONS	\$	22,688.10
TOTAL	\$	223,777.40
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	223,777.40
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT _____	\$	998.40
CONTRACT AMOUNT TO DATE	\$	224,775.80

EXHIBIT A

Brushwood Lake Road Box Culvert Project
Change Order # 3
7-16-04

DESCRIPTION	ADD / SUB	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Additional Asphaltic Concrete Pavement	ADD	SY	32	\$ 6.20	\$ 198.40
Additional Plant Mix Bituminous Course	ADD	SY	32	\$ 25.00	\$ 800.00
TOTAL	ADD				\$ 998.40

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned Term. 20 04

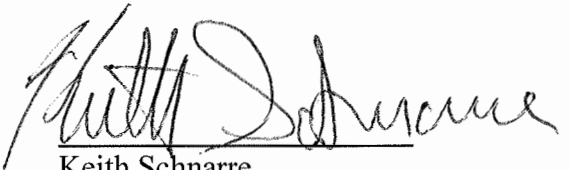
In the County Commission of said county, on the

27th day of July 20 04

the following, among other proceedings, were had, viz:

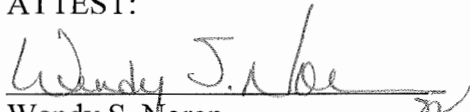
Now on this day the County Commission of the County of Boone does hereby authorize the Reality House Board of Directors to commission a study and architectural plans at their expense for a proposed addition to the West wing of the county owned building known as Reality House. This in no way binds the Commission into funding the addition now or at any time in the future.

Done this 27th day of July, 2004.



Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

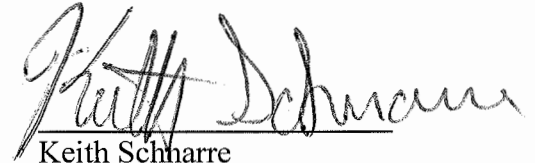
July Session of the July Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of July 20 04

the following, among other proceedings, were had, viz:

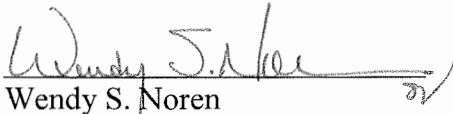
Now on this day the County Commission of the County of Boone does hereby adopt the resolution authorizing the issuance of Hospital Revenue Bonds (Boone Hospital Center), Series 2004, of Boone County, Missouri; and authorizing and approving certain documents and action in connection therewith. It is further ordered that the Presiding Commissioner be hereby authorized to sign said resolution and documents.

Done this 27th day of July, 2004.



Keith Scharre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

EXCERPT OF MINUTES OF MEETING

The County Commission of Boone County, Missouri, met in regular session at the Boone County Government Center in Columbia, Missouri, on July 27, 2004, at 10:30 a.m., and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Keith Schnarre, Presiding Commissioner	<u>PRESENT</u>
Karen M. Miller, District I Commissioner	<u>ABSENT</u>
Skip Elkin, District II Commissioner	<u>PRESENT</u>
Wendy S. Noren , Clerk of the County Commission SHAWNA VICTOR, DEPUTY	<u>PRESENT</u>

The Presiding Commissioner declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance of Hospital Revenue Bonds (Boone Hospital Center Project), Series 2004, of the County came on for consideration and was discussed.

Commissioner ELKIN presented and moved the passage of a Resolution entitled as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF HOSPITAL REVENUE BONDS (BOONE HOSPITAL CENTER), SERIES 2004, OF BOONE COUNTY, MISSOURI; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The motion to pass the foregoing Resolution was seconded by Commissioner SCHNARRE. Thereupon, the Resolution was read and considered, the question being put to a roll call vote, the vote thereon was as follows:

Aye: COMMISSIONER ELKIN, COMMISSIONER SCHNARRE

Nay: _____

The Presiding Commissioner declared the motion carried and the Resolution duly passed.

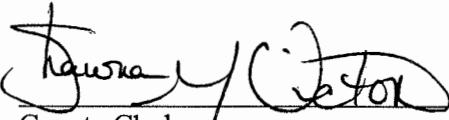
* * * * *

(Other Proceedings)

* * * * *

There being no further business to come before the meeting, on motion duly made, seconded and carried by unanimous vote, the meeting thereupon was adjourned.

(SEAL)


County Clerk

NOTICE OF MEETING

Public notice is hereby given that a meeting of the County Commission of Boone County, Missouri, will be held at the Boone County Government Center in Columbia, Missouri, on July 27, 2004, at 10:30 ~~0~~.m., to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Resolution authorizing the offering for sale of hospital revenue bonds for the benefit of Boone Hospital Center.
2. Other matters.

The meeting will be open to the public.

DATED: July 27, 2004.

WENDY NOREN
Clerk of the County Commission

**RESOLUTION AUTHORIZING THE ISSUANCE OF HOSPITAL
REVENUE BONDS (BOONE HOSPITAL CENTER), SERIES 2004,
OF BOONE COUNTY, MISSOURI; AND AUTHORIZING AND
APPROVING CERTAIN DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH.**

RECITALS

1. Boone County, Missouri (the "County"), together with the Board of Trustees of Boone County Hospital (the "Board"), owns an acute care hospital and related facilities, known as Boone Hospital Center (the "Hospital"), pursuant to sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the "Act").

2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.

3. The Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the "Lease"), with CH Allied Services, Inc., a Missouri nonprofit corporation (the "Lessee"), currently in effect through December 31, 2010, pursuant to which the Lessee has full management, control and use of the Hospital.

4. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.

5. Pursuant to an Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), the County has heretofore issued its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 (the "Series 2002 Bonds"), in the original principal amount of \$29,470,000, and outstanding as of August 1, 2004, in the principal amount of \$27,445,000.

6. Board of Trustees by resolution duly adopted has found and determined that it is necessary and desirable to acquire, construct, improve, extend, repair, equip and furnish the existing facilities of and make additions and renovations to the Hospital (the "Project"), and has recommended and requested that the County Commission authorize the issuance of revenue bonds of the County pursuant to the Act, on a parity with the Series 2002 Bonds, to provide funds to pay the costs of the Project.

7. The Board has requested the County Commission to issue one or more series of its Hospital Revenue Bonds (Boone Hospital Center Project), in the principal amount of \$[Principal Amount] (the "Series 2004 Bonds") to provide funds to pay the costs of the Project, and the County Commission has found and determined that it is necessary and advisable and will promote the general health and welfare of the County and of its inhabitants for the County to issue, sell and deliver the Bonds to provide funds for such purpose.

There being no further business to come before the meeting, on motion duly made, seconded and carried by unanimous vote, the meeting thereupon was adjourned.

(SEAL)

County Clerk

8. The County Commission further finds and determines that it is necessary and desirable in connection with the issuance and sale of the Series 2004 Bonds that the County Commission execute and deliver certain documents, copies of which documents have been presented at this meeting and shall be filed with the County Clerk, and that the County Commission take certain other actions and approve certain other documents as herein provided.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Issuance of Hospital Revenue Bonds. The County Commission finds and determines that it is advisable that Boone County, Missouri, sell, issue and deliver the County's Hospital Revenue Bonds (Boone Hospital Center), Series 2004, in the principal amount of \$[Principal Amount] (the "Series 2004 Bonds"), with such final terms and provisions as are set forth in the Original Indenture, as supplemented by the First Supplemental Indenture dated as of August 1, 2004 (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"), among the County, the Board and UMB Bank, n.a., as Trustee (the "Trustee"), as herein approved in order to obtain funds to be used for the purpose aforesaid, which bonds shall be issued under and secured by and shall have the terms and provisions set forth in the Indenture. The Series 2004 Bonds shall mature and bear interest as set forth in the Supplemental Indenture. The Series 2004 Bonds shall be executed on behalf of the County by the manual or facsimile signature of the Presiding Commissioner and attested by the manual or facsimile signature of the County Clerk and shall have the corporate seal of the County affixed thereto or imprinted thereon.

Section 2. Authorization and Approval of Documents. The following documents (the "County Documents") are hereby approved in substantially the forms presented to and reviewed by the County Commission at this meeting and attached to this Resolution (copies of which documents shall be filed with the County Clerk), and the County Commission is hereby authorized to execute and deliver each of the County Documents with such changes therein as shall be approved by the Presiding Commissioner executing the County Documents, such Presiding Commissioner's signature thereon being conclusive evidence of his approval and the County Commission's approval thereof:

- (a) Supplemental Indenture.
- (b) Tax Compliance Agreement among the County, the Board, the Lessee and the Trustee, entered in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Series 2004 Bonds, to establish and maintain the exclusion of interest on the Series 2004 Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).
- (c) Bond Purchase Agreement relating to the Series 2004 Bonds among the County, the Board, the Lessee and Raymond James & Associates, Inc. (the "Underwriter"), under which the County agrees to sell and the Underwriter agrees to purchase the Series 2004 Bonds upon such terms and conditions thereof as set in therein.

Section 3. Approval of Official Statement. The Preliminary Official Statement dated July ___, 2004, is hereby ratified and approved, and the final Official Statement relating to the Series 2004 Bonds is hereby approved in substantially the form attached hereto, with such changes and additions

thereto as are necessary to conform to and describe the transaction, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Series 2004 Bonds is hereby authorized. The signature of the Presiding Commissioner on the County Documents shall be conclusive evidence of his approval and the County Commission's approval of the form of the Official Statement.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the County hereby deems the information regarding the County contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the County are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

The County agrees to provide to the Underwriter within seven business days of the date of the sale of Series 2004 Bonds sufficient copies of the final Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 4. Execution of Bonds and County Documents. The Presiding Commissioner is authorized and directed to execute the Series 2004 Bonds by manual or facsimile signature and to deliver the Series 2004 Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the County Commission in the manner provided in the Indenture of Trust. The Presiding Commissioner (or the Commissioner acting on behalf of the Presiding Commissioner in his absence) is hereby authorized and directed to execute and deliver the County Documents for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized and directed to attest to the Series 2004 Bonds by manual or facsimile signature, the County Documents and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Limited Obligations. The Series 2004 Bonds shall be special limited obligations of the County payable solely from, and secured as to the payment of principal and interest by, a pledge of the net income and revenues arising from the operation of the Hospital, including all rentals received under the Lease, after providing for the costs of operation and maintenance thereof, and from all other income made available to the Board with respect to the Hospital, except proceeds from taxation but including operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, and the County hereby pledges said net income and revenues and other moneys to the payment of such principal and interest on the Series 2004 Bonds. Neither the general credit nor the taxing power of the County is pledged to the payment of the Series 2004 Bonds either as to principal or interest. The Series 2004 Bonds shall not be or constitute a general obligation of the County, nor shall they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction.

Section 6. Further Authority. The County Commission shall, and the Presiding Commissioner and other Commissioners, officers, agents and employees of the County are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out the issuance of the Series 2004 Bonds.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the County Commission.

PASSED by the County Commission of Boone County, Missouri this 27th day of July, 2004.

[SEAL]

By: _____
Presiding Commissioner

ATTEST:

By: _____
County Clerk

* * *

I, the undersigned, County Clerk of Boone County, Missouri, certify that the above and foregoing is a true and correct copy of the Resolution adopted by the County Commission of Boone County, Missouri, at a meeting duly and regularly held, in the Commission Chambers of the Boone County Government Center, in Columbia, Missouri, at _____.m., on July 27, 2004, at which meeting a quorum of the members of the County Commission were present in person. I further certify that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

WITNESS my hand this ____ day of July, 2004.

By: _____
Title: County Clerk

RESOLUTIONS OF THE BOARD OF DIRECTORS OF CH ALLIED SERVICES, INC.

WHEREAS, Boone County, Missouri (the "County") has heretofore issued its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 (the "Series 2002 Bonds"), in the original principal amount of \$29,470,000, and outstanding as of August 1, 2004, in the principal amount of \$26,305,000; and

WHEREAS, the County proposes to issue its Hospital Revenue Bonds (Boone Hospital Center Project), Series 2004 (the "Bonds"), in a principal amount not exceeding \$6,740,000, in order to provide funds to acquire, construct, improve, extend, repair, equip and furnish the existing facilities of and make additions and renovations to the existing hospital facilities (the "Project") and to pay related expenses incurred in connection with the issuance of the Bonds, all as provided for and to the extent permitted under Chapter 205 and Section 108.140 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the Bonds will be issued under the Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"), among the County, the Board of Trustees of Boone County Hospital (the "Hospital Board") and UMB Bank, n.a., as Trustee (the "Trustee"); and

WHEREAS, the Hospital Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the "Lease"), with this corporation, currently in effect through December 31, 2010, pursuant to which the Lessee has full management, control and use of the Hospital; and

WHEREAS, in order to accomplish the foregoing, it is necessary and desirable that the Board of Directors of this corporation (the "Board") approve the transaction described in these resolutions and the execution and delivery of the Board Documents (as hereinafter defined) and certain other matters in connection with the transaction, as herein provided;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CH ALLIED SERVICES, INC., AS FOLLOWS:

Section 1. Approval of Bonds and Indenture. The Board approves the form of the Supplemental Indenture presented to the Board with such changes therein as shall be approved by the officer of the Board signing the hereinafter defined Board Documents by such officer shall constitute conclusive evidence of his or her approval and this corporation's approval of the Indenture. The Board approves the issuance and sale of the Bonds by the County pursuant to the Indenture for the purposes described in the recitals hereof.

Section 2. Authorization and Approval of Board Documents. The Board approves the following proposed documents relating to the financing (the "Board Documents"), in substantially the forms submitted to the Board at this meeting, with such changes therein as shall be approved by the officer of the Board signing the Board Documents on behalf of this corporation, the execution of the Board Documents by such officer shall constitute conclusive evidence of their approval and the Board's approval thereof:

- (a) Bond Purchase Agreement relating to the Bonds among the County, the Board, this corporation and Raymond James & Associates, Inc. (the "Underwriter"), under which the County agrees to sell and the Underwriter agrees to purchase the Bonds upon such terms and conditions thereof as set in therein.
- (b) Tax Compliance Agreement relating to the Bonds among the County, the Hospital Board, this corporation and the Trustee, which sets forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of § 148(f) of the Internal Revenue Code.
- (c) Continuing Disclosure Agreement relating to the Bonds among this corporation, the Hospital Board and the Dissemination Agent named therein

Section 3. Execution of Board Documents. The president or vice president of the Board or the president of this corporation shall be and each such person is authorized, empowered and directed to execute, enter into, deliver and, where necessary, record the Board Documents, for and in the name and on behalf of this corporation and, where necessary, the secretary or any assistant secretary of the Board is hereby authorized and directed to attest said documents and affix the corporate seal thereto.

Section 4. Approval of Official Statement. The Preliminary Official Statement dated July 15, 2004, is hereby ratified and approved, and the final Official Statement relating to the Bonds is hereby approved in substantially the form attached hereto, with such changes and additions thereto as are necessary to conform to and describe the transaction, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized. The signature of the officer of the Board signing the Board Documents on behalf of this corporation shall be conclusive evidence of his or her approval and this corporation's approval of the form of the Official Statement.

For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Board hereby deems the information regarding this corporation contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of this corporation are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 5. Further Authority. The officers of this corporation are authorized and directed to take such further action and to execute and deliver such other documents, certificates and instruments and to pay all such fees, taxes and expenses as may in their discretion be necessary or desirable in order to carry out and comply with the intent of these resolutions and the terms and provisions of the Board Documents; and all of the acts of the officers of this corporation that are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects ratified, confirmed and approved.

Section 6. Effective Date. These resolutions shall take effect and be in full force immediately after their adoption by the Board.

I, the undersigned, Secretary of CH Allied Services, Inc., certify that the above and foregoing is a true and correct copy of certain resolutions adopted by the Board of Directors of said corporation at a meeting duly and regularly held in accordance with the Bylaws of said corporation at _____ in Columbia, Missouri, on July 26, 2004, at which meeting a quorum of the directors were present in person. I further certify that said resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

WITNESS my hand and the seal of the corporation this 11th day of August, 2004.

By: _____
Title: Secretary of CH Allied Services, Inc.

RESOLUTION OF THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL REQUESTING BOONE COUNTY, MISSOURI, TO SELL AND ISSUE HOSPITAL REVENUE BONDS (BOONE HOSPITAL CENTER PROJECT) AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

RECITALS

1. Boone County Missouri (the "County"), together with the Board of Trustees of Boone County Hospital (the "Board"), owns an acute care hospital and related facilities, known as Boone Hospital Center (the "Hospital"), pursuant to sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the "Act").
2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.
3. The Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the "Lease"), with CH Allied Services, Inc., a Missouri nonprofit corporation (the "Lessee"), currently in effect through December 31, 2010, pursuant to which the Lessee has full management, control and use of the Hospital.
4. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.
5. Pursuant to an Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), the County has heretofore issued its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 (the "Series 2002 Bonds"), in the original principal amount of \$29,470,000, and outstanding as of August 1, 2004, in the principal amount of \$26,305,000.
6. The Board desires to acquire, construct, improve, extend, repair, equip and furnish the existing facilities of and make additions and renovations to the Hospital (the "Project") with the proceeds of revenue bonds of the County to be issued under the Act.
7. The Board hereby requests the County Commission to issue its Hospital Revenue Bonds (Boone Hospital Center Project), Series 2004, on a parity with the Series 2002 Bonds, in an aggregate principal amount not to exceed \$6,740,000 (the "Bonds") to provide funds to finance the Project, and the Board has determined that it is necessary and advisable and will promote the general health and welfare of the County and of its inhabitants for the County to issue, sell and deliver the Bonds under the Original Indenture as supplemented by a First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"), among the County, the Board and UMB Bank, n.a., as Trustee (the "Trustee"), to provide funds for the Project.

7. The Board finds and determines that it is necessary and desirable for the County Commission to issue the Bonds, and in order to accomplish such transaction, it is necessary and desirable that the Board approve such transaction and the execution and delivery of certain documents and certain other actions in connection with these transactions as provided in this Resolution.

BE IT RESOLVED BY BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL, AS FOLLOWS:

Section 1. Request and Recommendation to the County Commission to Issue Hospital Refunding Revenue Bonds. The Board hereby recommends and requests, and confirms its request to, the County Commission of Boone County Missouri, to issue and deliver its Hospital Revenue Bonds (Boone Hospital Center Project), in an aggregate principal amount not to exceed \$6,740,000, with such final terms and provisions as are set forth in the Original Indenture, as supplemented Supplemental Indenture as herein approved, in order to obtain funds to be used for the purpose aforesaid, which bonds shall be issued under and secured by and shall have the terms and provisions set forth in the Indenture. The Bonds shall bear interest at an average rate not to exceed 5.00%.

Section 2. Authorization and Approval of Documents. The Board approves the following documents (the "Board Documents") in substantially the forms presented to and reviewed by the Board at this meeting and attached to this Resolution (copies of which Board Documents shall be filed with the Secretary of the Board), with such changes therein as shall be approved by the Chairperson or Vice Chairperson of the Board, which Chairperson or Vice Chairperson of the Board is hereby authorized to approve, and the County Commission is hereby requested to enter into the Board Documents and to deliver the Bonds described therein to the purchasers thereof in accordance with the terms and provisions of said documents:

- (a) Supplemental Indenture.
- (b) Tax Compliance Agreement among the County, the Board, the Lessee and the Trustee, entered in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).
- (c) Bond Purchase Agreement relating to the Bonds among the County, the Board, the Lessee and Raymond James and Associates, Inc., as representative of the original purchasers of the Bonds (the "Purchaser"), under which the County agrees to sell and the Purchaser agrees to purchase the Bonds upon such terms and conditions thereof as set in therein.
- (d) Continuing Disclosure Agreement relating to the Bonds among the Board, the Lessee and the Dissemination Agent named therein.

Section 3. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds, in substantially the form attached hereto, with such completions and changes therein as shall be approved by the appropriate officers of the Board, the Lessee and the County, is hereby approved, and the final Official Statement (the "Official Statement") is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Chairperson or Vice

Chairperson of the Board is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, as amended, the appropriate officers of the Board are authorized, if requested, to provide the purchasers a letter or certification to the effect that the Board deems the information contained in the Official Statement to be "final" as of its date, except for the omission of certain information permitted by Rule 15c2-12(b)(1), and to take other actions or execute other documents as the officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of the Rule.

The Board agrees to provide to the Purchaser within seven business days of the date of the sale of the Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 4. Performance of Obligations and Application of Funds by the Board. The Board contracts, covenants and agrees with the County and with the Purchaser and owners of the Bonds to perform all duties and obligations incurred by the Board and by the County on behalf of the Board in and by the provisions of the Board Documents. The Board agrees that so long as any of the Bonds remain outstanding and unpaid, all available net income and revenues derived by the Trustees from the operation of the Hospital, and all other income made available to the Board with respect to the Hospital, as provided in the Indenture, other than funds raised by taxation, including all operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, shall be devoted to the payment of the principal of and interest on the Bonds and any additional parity bonds hereafter issued, and to the other purposes described in the Indenture, and the same shall be and are hereby pledged to the payment of such principal, interest and redemption premiums, if any, and for the purposes specified in the Indenture.

Section 5. Execution of Board Documents. The Chairperson or Vice Chairperson of the Board is hereby authorized and directed to execute and deliver the Board Documents and the Official Statement for and on behalf of and as the act and deed of the Board, in substantially the forms attached to this Resolution together with any changes in said documents that are approved by the Chairperson or Vice Chairperson of the Board. The Secretary or Assistant Secretary of the Board is hereby authorized and directed to attest to the Board Documents (to the extent appropriate) and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The Chairperson or Vice Chairperson of the Board is hereby authorized to approve such changes in any of such documents as he or she deems necessary, such officer's signature thereon being conclusive evidence of his or her approval and the Board's approval thereof.

Section 6. Further Authority. The Board shall, and the officers, agents and employees of the Board are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out the issuance of the Bonds.

Section 7. Effective Date. This Resolution shall become effective and be in full force immediately upon its adoption by the Board. The Secretary of the Board is authorized and directed to file

a certified copy of this Resolution with the County Clerk as evidence of the recommendations and requests herein.

Adopted by the Board of Trustees of Boone County Hospital this 26th day of July, 2004.

By: _____
Title: Chairperson of the Board of Trustees
of Boone County Hospital

ATTEST:

By: _____
Title: Secretary of the Board of Trustees
of Boone County Hospital

* * *

I, the undersigned, Secretary of the Board of Trustees of Boone County, Missouri, certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Board of Trustees of Boone County, Missouri at a meeting duly and regularly held in accordance with the bylaws of the Board of Trustees in the administrative offices at the Boone Hospital Center in Columbia, Missouri, at 4:30 p.m., on July 26, 2004, at which meeting a quorum of the members of the Board of Trustees were present in person. I further certify that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

WITNESS my hand this 11th day of August, 2004.

By: _____
Title: Secretary of the Board of Trustees

TAX COMPLIANCE AGREEMENT

Dated as of August 1, 2004

among

BOONE COUNTY, MISSOURI,

and

BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

and

CH ALLIED SERVICES, INC.,

and

**UMB BANK, n.a.,
as Trustee**

**\$6,740,000
Hospital Revenue Bonds
(Boone Hospital Center)
Series 2004**

TAX COMPLIANCE AGREEMENT

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* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), entered into as of August 1, 2004, among **BOONE COUNTY, MISSOURI**, a first class county duly organized and existing under the laws of the State of Missouri (the "Issuer"), **BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL**, a county hospital duly organized and existing under the laws of the State of Missouri (the "Board of Trustees"), **CH ALLIED SERVICES, INC.**, a nonprofit corporation organized and existing under the laws of the State of Missouri (the "Lessee"), and **UMB BANK, n.a.**, a national banking, as trustee (the "Trustee");

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of \$6,740,000 principal amount of Hospital Revenue Bonds (Boone Hospital Center), Series 2004 (the "Bonds"), under an Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"), among the Issuer, the Board of Trustees and the Trustee, to provide funds for certain purposes as described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer, the Board of Trustees, the Lessee and the Trustee are entering into this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer, the Board of Trustees, the Lessee and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in **Section 101** of the Indenture, and certain other words and phrases have the meanings assigned in Code § 148 and the Regulations. In addition, the following words and terms used in this Tax Agreement have the following meanings:

"Available Construction Proceeds" means the sale proceeds of the Bonds, increased by investment earnings on the sale proceeds, earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and earnings on such earnings, reduced by sale proceeds (1) in a reasonably required reserve or replacement fund and (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (i) the date two years after the Issue Date, or (ii) the date construction of the Project is substantially completed. If the Issuer has elected under Code § 148(f)(4)(C)(vi)(IV) to rebate earnings on a reasonably required reserve or replacement fund, then Available Construction Proceeds do not include any earnings on such account. If the Issuer has elected under Code § 148(f)(4)(C)(v) to treat a portion of the Bonds as a construction portion, then the references above to the "Bonds" refer only to the construction portion of the Bonds.

"Bona Fide Debt Service Fund" means a fund, which may include Bond proceeds, that—

(1) is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year; and

(2) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (A) the earnings on the fund for the immediately preceding Bond Year, or (B) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

"Bond" or **"Bonds"** means any bond or bonds of the series of Hospital Revenue Bonds (Boone Hospital Center), Series 2004, authenticated and delivered under the Indenture.

"Bond Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer and the Lessee.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending August 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date as of which arbitrage rebate for the Bonds is computed. The County, the Board of Trustees and the Lessee may treat any date as a Computation Date, subject to the following limits: (1) the first Computation Date cannot be later than five years after the Issue Date; (2) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and (3) the date the last Bond is discharged is the final Computation Date.

"Facility" means the Project.

"Governmental Person" means any state or local governmental unit (as defined in regulation §1.103-1) or any instrumentality of a state or local governmental unit.

"Gross Proceeds" means (1) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest); (2) investment proceeds (any amounts received from investing sale proceeds, other investment proceeds, or transferred proceeds); (3) any transferred proceeds; (4) any amounts held in a sinking fund for the Bonds; (5) any amounts held in a pledged fund or reserve fund for

the Bonds; and (6) any other replacement proceeds. Specifically, Gross Proceeds include all amounts held in the following funds and accounts:

- (1) Costs of Issuance Account.
- (2) Project Account.
- (3) Debt Service Fund.
- (4) Debt Service Reserve Fund.
- (5) Rebate Fund.

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Indenture" means the Indenture of Trust as originally executed by the Issuer and the Trustee, as amended and supplemented by the First Supplemental Indenture of Trust and by other Supplemental Indentures in accordance with the provisions of the Indenture.

"Investment" means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. Such term does not include obligations the interest on which is excluded from federal gross income, except for "specified private activity bonds" as such term is defined in Code § 57(a)(5)(C).

"IRS" means the United States Internal Revenue Service.

"Issue Date" means [Closing Date].

"Issuer" means the County and its successors and assigns, or any body, agency or instrumentality of the County succeeding to or charged with the powers, duties and functions of the Issuer.

"Lessee" means CH Allied Services, Inc., a Missouri nonprofit corporation, and its successors and assigns and any surviving, resulting or transferee corporation.

"Minor Portion" means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

"Net Proceeds" means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such sale proceeds.

"Project" means all property to be provided by the Net Proceeds of the Bonds, as described in **Exhibit D**.

"Reasonable Retainage" means Gross Proceeds retained for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date; or (b) for purposes of the two-year spending test, 5% of the Available Construction Proceeds as of the end of the two-year spending period.

"Rebate Analyst" means Bond Counsel, an independent certified public accountant, or such other person or firm selected by the Trustee to compute arbitrage rebate.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Series 2002 Bonds" means the Issuer's Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

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

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Trustee" means UMB Bank, n.a., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

"Underwriter" means Raymond James & Associates, Inc., as representative of the underwriters of the Bonds.

"Yield" means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants to the Board of Trustees, the Lessee and the Trustee as follows:

(a) *Organization and Issuer.* The Issuer (1) is a first class county duly organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds.* The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other

action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Public Hearing and Approval.* In connection with the issuance of the Series 2002 Bonds, the Issuer held a public hearing as required under Code § 147(f) regarding the proposed issuance of bonds in one or more series to finance a project that includes the Project, at 10:00 a.m. on December 18, 2002, in the Commission Chambers of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri, after published notice of the hearing advised the public that a public hearing would be held on such date to discuss the proposed issuance of bonds in one or more series and that interested parties would have an opportunity to express their views at that hearing. The hearing was open to the public, and those present were invited to express their views relating to the issuance of the Bonds and the proposed use of the bond proceeds. After the public hearing the Presiding Commissioner of Boone County, Missouri, approved the issuance of the Bonds as required by Code § 147(f). The Certificate of Approval is attached to this Tax Agreement as **Exhibit A**, together with an affidavit of publication of the notice of the hearing.

(d) *IRS Form 8038.* Attached to this Tax Agreement as **Exhibit B** is a copy of IRS Form 8038 (Information Return for Tax-Exempt Private Activity Bond Issues) filed with the Internal Revenue Service in connection with the issuance of the Bonds as required by Code § 148.

(e) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(f) *Issuer Reliance on Other Parties.* The expectations, representations and covenants of the Issuer concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the Board of Trustees and the Lessee and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Issuer has made no independent investigation of the representations of other parties, including the Board of Trustees and the Lessee, the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

Section 2.2. Representations and Covenants of the Board of Trustees. The Board of Trustees represents and covenants to the Issuer, the Lessee and the Trustee as follows:

(a) *Organization and Board of Trustees.* The Board of Trustees (1) is duly organized and existing under the laws of the State of Missouri as the Board of Trustees of a county hospital, and (2) has lawful power and authority to enter into, execute and deliver the Indenture and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds.* The Board of Trustees (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Board of Trustees, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Qualified 501(c)(3) Bonds.*

(1) All of the Facility will be owned by a Tax-Exempt Organization or a Governmental Person, and the amount of Bond proceeds used for a "private business use" will not exceed 5% of the Net Proceeds of the Bonds. The Board of Trustees understands that, for purposes of this paragraph, use of the Facility is treated as the use of Bond proceeds; and "private business use" means (1) use in a trade or business carried on by any person other than a Governmental Person or a Tax-Exempt Organization, (2) any activity of a Tax-Exempt Organization which constitutes an "unrelated trade or business," determined by applying Code § 513(a), or (3) use to pay costs of issuing the Bonds (including any underwriting discount or fee).

(2) The Board of Trustees will not enter into or renew any "management contract" (defined below) with any Person, other than a Tax-Exempt Organization or a Governmental Person, without first obtaining and delivering to the Trustee and the Issuer an Opinion of Bond Counsel, addressed to the Trustee and the Issuer, that such management contract will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The term "management contract" is defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Facility, such as a contract to manage the entire Facility or a portion of the Facility. Contracts for services that are solely incidental to the primary governmental function of the Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(3) Except for the lease of the hospital (including the Facilities) to the Lessee, the Board of Trustees does not lease any portion of the Facilities, and it will not enter into or renew a lease of all or any portion of the Facility (disregarding portions used by members of the general public who occupy such Facility on a short-term basis as patients in the ordinary course of the Lessee's business) with any tenant that is not a Tax-Exempt Organization or a Governmental Person, without first obtaining and delivering to the Trustee and the Issuer an Opinion of Bond Counsel, addressed to the Trustee and the Issuer, that such lease will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(4) In the event that lease of the Facilities to the Lessee should terminate at any time in the future while the Bonds are outstanding and operation of the hospital shall revert to the Board of Trustees directly, the Board of Trustees shall thereafter comply with the covenants relating to the use of the Facilities contained in Section 2.3(c), 2.3(g) and 2.3(o).

(d) *Board of Trustees Reliance on Other Parties.* The expectations, representations and covenants of the Board of Trustees concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the Issuer and the Lessee and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Board of Trustees has made no independent investigation of the representations of other parties, including the Issuer and the Lessee, the Board of Trustees is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

Section 2.3. Representations and Covenants of the Lessee. The Lessee represents and covenants to the Issuer, the Board of Trustees and the Trustee as follows:

(a) *Organization and Issuer.* The Lessee (1) is a private nonprofit corporation duly organized and validly existing under the laws of the State of Missouri not operated for private or corporate profit, (2) has lawful power and authority to enter into, execute and deliver this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary corporate action has been duly authorized to execute and deliver this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of the Lessee.* The Lessee (1) has been determined to be and is a Tax-Exempt Organization, and (2) has not declared and has not been determined to have any "unrelated business taxable income" (as defined in Code § 512) which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, could have a material adverse effect on the condition, financial or otherwise, of the Lessee. The Lessee received a letter from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization, a copy of which is attached to this Tax Agreement as **Exhibit C**. Such letter has not been withdrawn, and no audit or investigation by the Internal Revenue Service of the tax-exempt status of the Lessee is presently being conducted. There has been no change or threatened change in the status of the Lessee as a Tax-Exempt Organization as of the date of this Tax Agreement. So long as any Bond remains unpaid and the Lessee is the lessee of the Hospital or otherwise using the Hospital, the Lessee will maintain its status as a Tax-Exempt Organization and will take no action or permit any action to be taken that could result in the alteration or loss of its status as a Tax-Exempt Organization.

(c) *Tax-Exempt Status of Bonds.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Lessee—

(1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code;

(2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Lessee, in a manner that would violate applicable provisions of the Code; and

(3) will not use, or permit the use of, any portion of the Facility in a manner that would violate applicable provisions of the Code.

(d) *Qualified 501(c)(3) Bonds.*

(1) All of the Facility will be owned by a Tax-Exempt Organization or a Governmental Person, and the amount of Bond proceeds used for a "private business use" will not exceed 5% of the Net Proceeds of the Bonds. The Lessee understands that, for purposes of this paragraph, use of the Facility is treated as the use of Bond proceeds; and "private business use" means (1) use in a trade or business carried on by any person other than a Governmental Person or a Tax-Exempt Organization, (2) any activity of a Tax-Exempt Organization which constitutes an "unrelated trade or business," determined by applying Code § 513(a), or (3) use to pay costs of issuing the Bonds (including any underwriting discount or fee).

(2) The Lessee does not currently have, and will not enter into or renew, any "management contract" (defined below) with any Person, other than a Tax-Exempt Organization or a Governmental Person, without first obtaining and delivering to the Trustee, the Board of Trustees and the Issuer an Opinion of Bond Counsel, addressed to the Trustee, the Board of

Trustees and the Issuer, that such management contract will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The term "management contract" is defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Facility, such as a contract to manage the entire Facility or a portion of the Facility. Contracts for services that are solely incidental to the primary governmental function of the Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(3) The Lessee does not currently have and will not in the future enter into or renew a lease of all or any portion of the Facility (disregarding portions used by members of the general public who occupy such Facility on a short-term basis as patients in the ordinary course of the Lessee's business) with any tenant that is not a Tax-Exempt Organization or a Governmental Person, without first obtaining and delivering to the Trustee, the Board of Trustees and the Issuer an Opinion of Bond Counsel, addressed to the Trustee, the Board of Trustees and the Issuer, that such lease will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(e) *Qualified Hospital Bonds.* All of the Bonds constitute "qualified hospital bonds" as defined in Code § 145(b).

(f) *Limit on Maturity of Bonds.* For the purpose of Code § 147(b), the "average reasonably expected economic life" of the Facility was determined as follows:

(1) A list of the assets comprising the Facility and a computation of its "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit D**.

(2) The average, reasonably expected economic life of the entire Facility is 40 years, as shown on **Exhibit D**. The "average maturity" of the Bonds of 11.914, as computed by the Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Facility.

(g) *Prohibited Facilities.* No portion of the Facility is or will be used as an airplane, skybox, or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, as such terms are used in Code § 147(e).

(h) *Limit on Costs of Issuance.* Not more than 2% of the sale proceeds of the Bonds will be used to pay costs of issuance described in Code § 147(g). Payments for a qualified guarantee, as defined in Regulations § 1.148-4, are not treated as costs of issuance for this purpose.

(i) *Registered Bonds.* All of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(j) *Bonds Not Federally Guaranteed.* The Lessee will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(k) *Reports to IRS; Form 8038.* The Lessee will assist the Issuer in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including without limitation

the Information Return for Private Activity Bond Issues (Form 8038). The information contained in Parts II through VI of IRS Form 8038 included in the Transcript was provided to the Issuer and Bond Counsel by the Lessee, and such information is true, complete and correct as of the Issue Date.

(m) *Hedge Bonds.* The Lessee expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and (2) not more than 50% of the Bond proceeds will be invested in investments having a substantially guaranteed yield for four years or more.

(n) *Arbitrage Certifications.* The facts, estimates and expectations recited in **Article III** of this Tax Agreement are true and accurate as of the Issue Date; and the Lessee believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. The Issuer, the Board of Trustees, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. The Lessee does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148; and to the best of the Lessee's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(o) *Compliance with Future Tax Requirements.* The Lessee understands that the Code and the Regulations may impose new or different restrictions and requirements on the Lessee in the future. The Lessee will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(p) *Compliance With Operating Requirements.* During the term of the Lease, the Lessee shall comply with the operating covenants applicable to the Board of Trustees concerning administration, operation of maintenance, license and permits and insurance as set forth in **Sections 604** through **605**, **Section 607** and **Section 610** of the Indenture.

Section 2.4. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Issuer and the Lessee as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Lessee, the Board of Trustees and the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The Lessee (or if the Lease is not in effect, the Board of Trustees) will pay all costs and expenses incurred in connection with supplying the foregoing information.

Section 2.5. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer, the Board of Trustees, the Lessee and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer, the Board of Trustees, the

Lessee or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds under **Article X** of the Indenture or any other provision of the Indenture, until the final maturity date and payment of all Bonds Outstanding.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, including (a) the Indenture, (b) this Tax Agreement, (c) covenants, representations and certifications of the Board of Trustees contained in this Tax Agreement and in the closing certificate of the Board of Trustees, (d) covenants, representations and certifications of the Lessee contained in this Tax Agreement and in the closing certificate of the Lessee, (e) representations, warranties and certifications contained in the certificate of the managing underwriter and representative of the Underwriter, and (f) representations, warranties and certifications of the Trustee contained in the Trustee's Closing Certificate. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Issuer and Purpose for Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the execution of this Tax Agreement, under the laws of the State of Missouri, a resolution adopted by the governing body of the Issuer and the Indenture. The Bonds are being issued to provide funds to (a) finance and reimburse the costs of additions to and renovations of certain existing hospital facilities (the "Project"), (b) fund a debt service reserve, and (c) pay certain costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established in the custody of the Trustee under the Indenture:

- Costs of Issuance Account
- Project Account
- Debt Service Fund
- Debt Service Reserve Fund
- Rebate Fund

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	\$6,740,000.00
Net Original Issue Discount	(69,759.85)
Underwriting Discount	<u>(58,103.83)</u>
Total Proceeds	<u>\$6,612,136.32</u>

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$543,093.76 will be deposited in the Debt Service Reserve Fund.

(2) \$6,107,792.56 will be deposited in the 2004 Project Fund, of which not to exceed \$75,300.97 will be deposited in the Costs of Issuance Account and used to pay costs of issuance, and the balance will be deposited in the Project Account and used to pay costs of the Project.

Section 3.6. Project Completion. The Issuer, the Lessee or the Board of Trustees has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the net sale proceeds of the Bonds on the Project. The completion of the Project and the allocation of the net sale proceeds of the Bonds to expenditures will proceed with due diligence. Completion of the Project is expected to occur by _____, _____. At least 85% of the net sale proceeds of the Bonds will be allocated to expenditures on the Project within three years after the Issue Date.

Section 3.7. No Over-Issuance. The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the Lessee, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.8. Indenture/Sinking Funds. Under the Indenture, the Board of Trustees is required to make periodic payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds. The Trustee will deposit such payments into the Debt Service Fund. Except for the Debt Service Fund, neither the Issuer, the Board of Trustees nor the Lessee has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer, the Board of Trustees and the Lessee expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.9. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* The Indenture establishes a Debt Service Reserve Fund to be funded with respect to the Bonds at the time of issuance of the Bonds in an amount equal to \$534,093.76, the Debt Service Reserve Requirement with respect to the Bonds. The amount to be held in the Debt Service Reserve Fund securing the Bonds and any other obligations issued under the Indenture (together, the "Secured Obligations") will not exceed the "Maximum Reserve Amount" defined as an amount equal to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Secured Obligations (determined as of the issue date of each issue of the Secured Obligations), or (3) 125% of the average annual principal and interest requirements on the

Secured Obligations (determined as of the issue date of each issue of the Secured Obligations). If the aggregate initial offering price of any issue of the Secured Obligations to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund.

(b) *No Other Replacement Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay the costs of the Project and that have been or will be used to acquire higher yielding investments. Except for the Debt Service Fund and the Debt Service Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer, the Board of Trustees or the Lessee encounters financial difficulty.

Section 3.10. Yield.

(a) *Offering Prices.* In the Underwriter's Receipt for Bonds and Closing Certificate, the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the Official Statement, plus accrued interest (the "Offering Prices"); and (2) the Underwriter expect that at least 10% of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is **\$6,670,240.15**.

(b) *Bond Yield.* Based on the Offering Prices, the Yield on the Bonds is **4.9316013%**, as computed by Bond Counsel and shown on **Exhibit E**.

Section 3.11. Two-Year Spending Exception from Rebate for Construction Issues. The Issuer, the Board of Trustees and the Lessee make the following representation in connection with the two-year spending exception from arbitrage rebate: at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer or the Board of Trustees. The Issuer, the Board of Trustees and the Lessee expect to earn approximately \$_____ in investment earnings on Bond proceeds in the Project Account.

[In addition, the Issuer elects to exclude investment earnings on the Debt Service Reserve Fund from Available Construction Proceeds, in accordance with Code § 148(f)(4)(C)(vi)(IV).]

Section 3.12. Miscellaneous Arbitrage Matters.

(a) *Expected Use.* The Issuer expects the Board of Trustees and the Lessee to use the Facility for activities which do not constitute "unrelated trades or businesses," determined by applying Code § 513.

(b) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (a) enabling the Issuer, the Board of Trustees or the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) overburdening the tax-exempt bond market.

(c) *Single Issue; No Other Issues.* The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds; (2) are being sold under the same plan of financing as the Bonds; and (3) are expected to be paid from

substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

Section 3.12. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

Section 4.1. Rebate Covenants. The Trustee will (a) engage, at the expense of the Lessee, of if the Lease is not in effect, the Board of Trustees, a Rebate Analyst to compute arbitrage rebate on the Bonds in accordance with the Regulations, and (b) pay to the United States, but solely from amounts held in the Rebate Fund or money provided by the Board of Trustees, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Board of Trustees will make payments to the Trustee as necessary to comply with the rebate requirements of Code § 148(f) and the Regulations.

Section 4.2. Temporary Periods/Yield Restriction. Except as described below, Gross Proceeds must not be invested at a yield greater than the yield on the Bonds:

(a) *2004 Project Fund.* Bond proceeds deposited in the 2004 Project Fund (including the Costs of Issuance Account therein) and investment earnings on such proceeds may be invested without yield restriction for three years after the Issue Date. If any unspent proceeds remain in the Project Fund after three years, such amounts may continue to be invested without yield restriction so long as the Board of Trustees pays to the IRS all yield reduction payments in accordance with Treas. Reg. § 1.148-5(c). These payments are required whether or not the bonds are exempt from the arbitrage rebate requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without yield restriction for one year after the date of receipt of such earnings.

(c) *Debt Service Reserve Fund.* Gross Proceeds of the Bonds in the Debt Service Reserve Fund may be invested without yield restriction so long as in the aggregate the amount of money on deposit therein does not exceed the Maximum Reserve fund Amount. In the event the amount of money on deposit in the Debt Service Reserve Fund exceeds the Maximum Reserve Fund Amount, a *pro rata* portion of Gross Proceeds of the Bonds on deposit therein may not be invested at a yield that exceeds the yield on the Bonds pursuant to this section (c).

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without yield restriction.

Section 4.3. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair

market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with § 1.148-5 of the Regulations.

(b) *Established Securities Market.* Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with § 1.148-5 of the Regulations.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (i) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; (ii) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States; and (iii) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met—

(1) Bona Fide Solicitation for Bids. The Board of Trustees or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (a) that the potential provider did not consult with any other potential provider about its bid, (b) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Board of Trustees, the Trustee, or any other person (whether or not in connection with the bond issue), and (c) that the bid is not being submitted solely as a courtesy to the Issuer, the Board of Trustees, the Lessee, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Board of Trustee's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least 3 "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) Bids Received. The bids received by the Board of Trustees or Trustee must meet all of the following requirements:

(A) The Board of Trustees or the Trustee receives at least 3 bids from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (a) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue; (b) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue; and (c) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Board of Trustees or Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Trustee retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Board of Trustees or Trustee for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Board of Trustees or Trustee, and the certification as to fees paid, described in paragraph 4(d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.4. Spending Exceptions.

(a) *Six-Month Exception.*

(1) The obligation to pay arbitrage rebate to the United States will be treated as satisfied if:

(A) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purposes of the Bonds within 6 months after the Issue Date; and

(B) rebate is paid in accordance with Code § 148 on all Gross Proceeds not required to be spent as provided in paragraph (1) (other than amounts in a Bona Fide Debt Service Fund). Normally, this will include only Gross Proceeds in a reasonably required reserve or replacement fund.

(2) For purposes of paragraph (1)(A) above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the 6-month spending period, but were not anticipated as of the Issue Date. The Bonds meet the 6-month spending test even if, at the end of the 6-month period, Gross Proceeds not exceeding 5% of the sale proceeds of the Bonds remain unspent, so long as such Gross Proceeds are spent within 1 year after the Issue Date. But the use of Gross Proceeds to pay principal of any Bond cannot be treated as an expenditure of Gross Proceeds for the purpose of the spending exception.

(b) *Eighteen-Month Exception.*

(1) The obligation to pay arbitrage rebate to the United States will be treated as satisfied if:

(A) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purposes of the Bonds in accordance with the following schedule:

<input type="checkbox"/>	Minimum
Time Period	Percentage of
After the	Gross Proceeds
Issue Date	Spent
6 months	15%
12 months	60%
18 months	100%

and;

(B) rebate is paid in accordance with Code § 148 on all Gross Proceeds not required to be spent in accordance with the 18-month spending schedule (other than amounts in a Bona Fide Debt Service Fund). Normally, this will include only Gross Proceeds in a reasonably required reserve or replacement fund.

(2) For purposes of paragraph (1)(A) above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the 18-month spending period, but were not anticipated as of the Issue Date. The Bonds meet the 18-month spending test even if, at the end of the 18-month period, Gross Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such proceeds are allocated to expenditures within 30 months after the Issue Date. In addition, the failure to satisfy the final spending requirement at the end of the 18-month period is disregarded if the Issuer uses due diligence to complete the Project and the amount of the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or \$250,000. But the use of Gross Proceeds to pay principal of any Bond cannot be treated as an expenditure of Gross Proceeds for the purpose of the spending exception.

(c) *Two-year Exception for Construction Issue.*

(1) Spending Test.

(A) The obligation to pay arbitrage rebate to the United States will be treated as satisfied with respect to the Available Construction Proceeds of the Bonds if all of such Available Construction Proceeds are allocated to expenditures for the governmental purposes of the Bonds within 2 years after the Issue Date, in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months	100%

(B) The Bonds meet the two-year spending test even if, at the end of the two-year period, Available Construction Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 3 years after the Issue Date. In addition, the failure to satisfy the final spending requirement at the end of the 2 -year period is disregarded if the Issuer uses due diligence to complete the Project and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or \$250,000. But the use of Gross Proceeds to pay principal of any Bond cannot be treated as an expenditure of Gross Proceeds for the purpose of the spending exception.

(2) Payment of Arbitrage Rebate on Other Gross Proceeds. Meeting the spending test for Available Construction Proceeds does not relieve the Issuer of the obligation to pay

arbitrage rebate generated on Gross Proceeds which are not Available Construction Proceeds, except as follows:

(A) If the 2-year spending requirements are met, then earnings on a Bona Fide Debt Service Fund cannot be taken into account in computing arbitrage rebate.

(B) No rebate is payable on earnings in a reasonably required reserve or replacement fund until the earlier of the close of the 2-year spending period or the date construction of the Project is substantially completed. But if the Issuer elected under Code § 148(f)(4)(C)(vi)(IV) to exclude earnings on a reasonably required reserve or replacement fund from Available Construction Proceeds, then such earnings are subject to rebate beginning on the Issue Date.

Section 4.5. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any investment loss will be charged to such Fund.

(b) *Computation of Rebate Amount.* Prior to each Computation Date, the Trustee will engage a Rebate Analyst (at the expense of the Lessee or, if the Lease is not in effect, the Board of Trustees) to compute arbitrage rebate generated on all Investments within 45 days after each Computation Date in accordance with the Regulations. Upon each computation of arbitrage rebate, the Trustee will give written notice to the Issuer and the Board of Trustees by first class mail, postage prepaid, including a copy of such computation, showing the arbitrage rebate due and the amount then on deposit in the Rebate Fund, together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. If the amount on deposit in the Rebate Fund is less than the arbitrage rebate due, the Board of Trustees will, within 50 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the amount on deposit in the Rebate Fund is greater than the Rebate Amount, the Trustee will transfer such surplus from the Rebate Fund to the Debt Service Fund. After the final Computation Date, any money left in the Rebate Fund will be paid to the Board of Trustees and may be used for any purpose not prohibited by law.

(c) *Exception for Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, investment earnings in such account cannot be taken into account in computing arbitrage rebate for a given Bond Year, if the gross earnings on the Debt Service Account for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied.

(d) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee will pay to the United States (but solely from money in the Rebate Fund or provided by the Board of Trustees) the rebate amount then due, determined in accordance with the Regulations. Each rebate payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.6. Records. The Trustee will retain detailed records with respect to each computation of arbitrage rebate and each Investment, including: (a) purchase date, (b) purchase price, (c) information establishing the fair market value on the date such investment was allocated to the Bonds, (d) any accrued interest paid, (e) face amount, (f) coupon rate, (g) frequency of interest payments, (h) disposition price, (i) any accrued interest received, and (j) disposition date. The Trustee will retain all such records until six years after the final Computation Date.

Section 4.7. Filing Requirements. The Issuer, the Trustee, the Board of Trustees and the Lessee will file or cause to be filed with the Internal Revenue Service such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel addressed and delivered to such parties.

Section 4.7. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **ARTICLE IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondholders, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended, the Indenture, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer, the Board of Trustees, the Lessee and the Trustee receive an Opinion of Bond Counsel, addressed to the Issuer, the Board of Trustees, the Lessee and the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Issuer, the Board of Trustees, the Lessee and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the validity of the Bonds or cause an Event of Taxability to occur. The Issuer and the Board of Trustees (to the extent within their power or direction), the Lessee and the Trustee further agree to comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the Issuer, the Board of Trustees and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. The balance of the certifications, representations and agreements contained in this Tax Agreement, except those made by the Underwriter in the Underwriter's Closing Certificate, are those of the Lessee, and the Issuer, the Board of Trustees and the Trustee are relying on the Lessee with respect to them. Neither the Issuer, the Board of Trustees nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of the Lessee or the Underwriter and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer, the Board of Trustees, the Trustee and the Lessee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any Person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of Issuer given in good faith described in Regulations § 1.148-2(b)(2). The Lessee understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Issuer and the Board of Trustees in the issuance of the Bonds and execution of this Tax Agreement. The Issuer, the Board of Trustees and the Lessee understand that such certification will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.7. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.8. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

THE PARTIES TO THIS TAX AGREEMENT have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

BOONE COUNTY, MISSOURI

By: _____
Title: _____

**BOARD OF TRUSTEES OF BOONE
COUNTY HOSPITAL**

By: _____
Title: _____

UMB BANK, n.a., as Trustee

By: _____
Title: _____

CH ALLIED SERVICES, INC.

By: _____
Title: _____

EXHIBIT A

CERTIFICATE OF APPROVAL

EXHIBIT B

IRS FORM 8038

EXHIBIT C

501(c)(3) DETERMINATION LETTER

EXHIBIT D

**DESCRIPTION OF PROJECT AND
COMPUTATION OF AVERAGE ECONOMIC LIFE OF PROJECT**

Item	Cost	Useful Life
Building	\$6,000,000	40
Total:	\$6,000,000	

Average Useful Economic Life of Project: 40 years.

EXHIBIT E

YIELD CALCULATION

\$6,740,000
BOONE COUNTY, MISSOURI
HOSPITAL REVENUE BONDS
(BOONE HOSPITAL CENTER)
SERIES 2004

July 27, 2004

BOND PURCHASE AGREEMENT

Boone County, Missouri
801 E. Walnut, Room 112
Columbia, Missouri 65201

CH Allied Services, Inc.
11155 Dunn Road
St. Louis, Missouri 63136

Board of Trustees of Boone County Hospital
1600 E. Broadway
Columbia, Missouri 65201

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Purchaser"), acting on its own behalf and not as your fiduciary or agent, hereby offers to purchase from Boone County, Missouri (the "County"), a political subdivision and county of the first class organized and existing under the laws of the State of Missouri, \$6,740,000 aggregate principal amount of Hospital Revenue Bonds (Boone Hospital Center), Series 2004 (the "Series 2004 Bonds") to be issued by the County under and pursuant to a Resolution adopted by the County Commission of the County (the "County Commission") on July 27, 2004 (the "Bond Resolution") and an Indenture of Trust dated as of December 1, 2002, as supplemented and amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Indenture") among the County, the Board of Trustees of Boone County Hospital (the "Board of Trustees") and UMB Bank, N.A., as Trustee (the "Trustee").

The Series 2004 Bonds are to be issued by the County pursuant to and in accordance with the provisions of Section 205.160 *et seq.* of the Revised Statutes of Missouri, as amended (the "County Hospital Law"). The Series 2004 Bonds shall be secured by the Indenture and amounts held in certain funds established or ratified pursuant to the Indenture (including proceeds of the sale of the Series 2004 Bonds). The Series 2004 Bonds are being issued on a parity with the County's Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 which are outstanding as of August 1, 2004 in the principal amount of \$26,305,000 (the "Series 2002 Bonds"). The Series 2004 Bonds (and, collectively with the Series 2002 Bonds and any additional parity bonds issued in accordance with the Indenture, the "Bonds") are special limited obligations of the County, payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues derived and collected by the Board of Trustees from the operation of the Hospital Facilities (as described in the Indenture), including all rentals received under the Lease (as hereinafter described), after providing for the costs of operation and maintenance thereof, and from all income made available to the Board of Trustees with respect to the Hospital Facilities other than proceeds of taxation but including all operating and non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor. The Series 2004 Bonds shall be limited obligations of the County payable solely from the sources specified in the immediately preceding sentences hereof.

The Hospital Facilities include a 365-bed acute care hospital known as Boone Hospital Center and related facilities (collectively, the "Hospital"). The Hospital is owned by the Board of Trustees and leased to and operated by CH Allied Services, Inc. ("Allied" or the "Lessee") pursuant to an Amended and Restated Lease Agreement dated as of January 1, 2001 (the "Lease"). **During the term of the Lease, the net revenues of the Hospital are not pledged to the payment of the Bonds as such revenues are not derived and collected by the Board of Trustees. The Bonds will, however, be payable from the lease payments received with respect to the Lease.**

The proceeds of the Series 2004 Bonds will be used for the purposes set forth in the Indenture which are expected to include (i) financing certain additions to and renovations to the Hospital, including the equipping and furnishing thereof (the "Series 2004 Project"), (ii) making the required deposit to the debt service reserve fund for the Bonds, and (iii) paying certain costs of issuance incurred in connection with the issuance of the Series 2004 Bonds.

The Series 2004 Bonds shall mature on the dates and in the years and in the amounts set forth in Schedule I hereto and shall bear interest at the rates per annum set forth in Schedule I hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 9:00 P.M., St. Louis, Missouri time, on July 27, 2004. Upon your acceptance of the offer, the following agreement will be binding upon each of you and the Purchasers.

The words and terms used herein shall have the respective meanings ascribed to them in the Indenture unless some other meaning is plainly indicated.

The words "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Series 2004 Bonds; the Indenture; the Bond Resolution, the Lease, this Bond Purchase Agreement; the Preliminary Official Statement used in connection with the sale of the Series 2004 Bonds (the "Preliminary Official Statement"); the Official Statement used in connection with the sale of the Series 2004 Bonds (the "Official Statement"); the Continuing Disclosure Agreement, dated as of August 1, 2004 (the "Continuing Disclosure Agreement"), among the Board of Trustees, Allied and UMB Bank, N.A., as Dissemination Agent; the Tax Compliance Agreement dated as of August 1, 2004, (the "Tax Compliance Agreement"), among the County, the Board of Trustees, Allied and the Trustee, and any and all other documents or instruments which evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement, provided, however, that when the words "Transaction Documents" are used in the context of a party hereto's authorization, execution, delivery or performance of Transaction Documents, the same shall mean only those Transaction Documents which provide for or contemplate authorization, execution, delivery or performance by such party.

1. Purchase of Series 2004 Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the County, and the County hereby agrees to sell to the Purchaser all (but not less than all) of the Series 2004 Bonds at a purchase price of \$6,612,136.32 (which is equal to the aggregate principal amount of the Series 2004 Bonds, less an underwriter's discount of \$58,103.83 and an original issue discount of \$85,605.35 and plus a premium of \$15,845.50), plus accrued interest, if any.

The Board of Trustees and Allied approve such purchase and sale of the Series 2004 Bonds and agree (to the extent within their control) to cause each of the conditions set forth in this Purchase Contract to be satisfied by the Closing Time (as hereinafter defined).

2. Public Offering. The Purchaser intends to make an initial bona fide public offering of all of the Series 2004 Bonds at not in excess of the public offering price or prices set forth in

Schedule I attached hereto; provided, however that the Purchaser may subsequently change such offering price or prices. The Purchaser agrees to notify the County, the Board of Trustees and Allied of such changes, if such changes occur prior to the Closing (as defined herein), but failure so to notify shall not invalidate such changes. The Purchaser may offer and sell the Series 2004 Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices stated in Schedule I attached hereto.

3. Official Statement. The County and the Board of Trustees hereby agree to deliver to the Purchaser within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Series 2004 Bonds (which, together with the Preliminary Official Statement and as to both the Preliminary Official Statement and the Official Statement, the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto, and any amendments and supplements that may be authorized for use with respect to the Series 2004 Bonds, are herein called the "Official Statement") executed on behalf of the County and the Board of Trustees by duly authorized officers in such quantity that the Purchaser may request to enable the Purchaser to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission. The County, the Board of Trustees and Allied hereby deem the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Series 2004 Bonds depending on such things.

The County, the Board of Trustees and Allied consent to the use by the Purchaser prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement, in connection with the proposed offering of the Series 2004 Bonds.

4. Representations and Warranties.

County. In order to induce the Purchaser to enter into this Bond Purchase Agreement with full realization and appreciation of the fact that the investment value of the Series 2004 Bonds and the ability of the County to sell and the Purchaser to resell the Series 2004 Bonds are dependent in part upon the credit standing of the Board of Trustees and the results of operations of the Hospital Facilities and in consideration of the foregoing and the execution and delivery of this Bond Purchase Agreement, the County represents and warrants to and covenants with the Purchaser as follows:

(a) The County is a political subdivision and county of the first class organized and existing under the laws of the State of Missouri. The County or the Board of Trustees now owns the Hospital Facilities for the benefit of the inhabitants of the County and others within the service area of the Hospital Facilities, pursuant to the provisions of the County Hospital Law. Pursuant to the County Hospital Law the County Commission duly appointed the original Board of Trustees, and the Board of Trustees operates the Hospital Facilities on behalf of the County (by virtue of leasing the Hospital to the Allied and overseeing compliance with the Lease), upon such terms and conditions as the Board of Trustees prescribes by its rules and regulations pursuant to the County Hospital Law. The County is authorized pursuant to the County Hospital Law to issue and sell the Series 2004 Bonds for the purpose of providing funds to pay the costs of the Series 2004 Project, to make the required deposit to the debt service reserve fund for the Bonds and to pay certain costs of issuance of the Series 2004 Bonds.

(b) The County has not received any notice of an alleged violation of or liability with respect to the Hospital Facilities under any zoning, land use,

environmental, pollution control, hazardous waste or similar laws or regulations and the County has full right, power and authority to authorize, approve, enter into, execute and deliver the Transaction Documents and to perform such other acts and things as are provided for in the Transaction Documents.

(c) The execution, delivery, performance (where applicable) and approval by the County of the Transaction Documents, and full compliance by it with the provisions of the Transaction Documents, have been duly authorized by all necessary action of the County and 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, any law, court or administrative regulation, decree or order, or any agreement, indenture, mortgage, lease or instrument to which the County is a party or by which it is or may be bound. No event has occurred and is continuing which constitutes, or with the lapse of time or the giving of notice, or both, would constitute, an event of default under the Transaction Documents.

(d) The County has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2004 Bonds by the County upon the terms and conditions set forth herein and in the Official Statement, and (ii) the execution, delivery and performance of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by the County in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Transaction Documents.

(e) The County or the Board of Trustees has good and marketable fee title to the Hospital Facilities, including good and marketable title to the personal property therein subject only to the Lease and to other encumbrances which will not interfere with or impair the operation of, or materially and adversely affect the value of the Hospital Facilities. Other than Permitted Encumbrances (as defined in the Indenture), there are no mortgages or deeds of trust encumbering the Hospital Facilities or the personal property used at the Hospital Facilities.

(f) The description and information contained in the Preliminary Official Statement and in any amendment or supplement that may be authorized by the County for use with respect to the Series 2004 Bonds and in the Official Statement and in any amendment or supplement that may be authorized by the County for use with respect to the Series 2004 Bonds relating to the County and the County Commission, including the organization and other affairs of the foregoing; the Lease; application of the proceeds to be received from the sale of the Series 2004 Bonds; and the County's participation in the transactions contemplated by the Transaction Documents at the Closing will be, true, correct and complete in all material respects at the Closing, will not contain any untrue statement of any material fact and at the Closing will not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(g) The County represents and warrants that the proceeds of the Series 2004 Bonds shall be used to (i) to finance costs permitted under the County Hospital Law to acquire, construct, alter, improve and extend the facilities of a governmental unit or a "501(c)(3) organization" as such term is defined in Section 150(a) of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to make the required deposit to the debt service reserve fund for the Bonds, and (iii) pay the costs of issuance with respect to the Series 2004 Bonds. The County further represents and warrants that such facilities

have been and shall continue to be used in a manner which would not jeopardize the tax-exempt status of interest on the Series 2004 Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") as long as any of the Series 2004 Bonds are outstanding. The County shall not take or omit to take any action which shall in any way cause or result in the proceeds from the sale of the Series 2004 Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Official Statement.

(h) Except as may be described in the Official Statement, 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 County, threatened against or affecting the County, the County Commission or the Hospital Facilities, or to the knowledge of the County, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the transactions contemplated by the Transaction Documents or could have an adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or any other agreement or instrument to which the County is a party or by which it is or may be bound or would in any way contest the corporate existence or powers of the County.

(i) The County shall, on or before the Closing, execute the Transaction Documents and the Transaction Documents, when executed and delivered by the County, will be, and this Bond Purchase Agreement is, the legal, valid and binding obligations of the County, enforceable against it in accordance with their respective terms.

(j) The County agrees to cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Series 2004 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; and the County shall, if so requested by the Purchaser, with respect to the offer or sale of the Series 2004 Bonds, file written consents to suit and file written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Series 2004 Bonds may be offered or sold. The County consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification.

(k) Any certificate signed by an official, officer, employee or agent of the County delivered to the Purchaser in connection with the Closing, as hereinafter defined, shall be deemed a representation and warranty by the County to such parties as to the statements made therein.

(l) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the County under the Transaction Documents.

(m) The County is not in default in the payment of principal of, premium or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium or interest. The County has no knowledge that any event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such bonds, notes or other obligations.

(n) Except as disclosed in the Official Statement, at no time since July 3, 1995, has the County failed to comply in any material respect with any of the informational reporting undertakings contained in any financing documents that are intended to comply with the requirements of Rule 15c2-12.

Board of Trustees. In order to induce the Purchaser to enter into this Bond Purchase Agreement with full realization and appreciation of the fact that the investment value of the Series 2004 Bonds and the ability of the County to sell and the Purchaser to resell the Series 2004 Bonds are dependent in part upon the credit standing of the Board of Trustees and the results of operations of the Hospital Facilities and in consideration of the foregoing and the execution and delivery of this Bond Purchase Agreement, the Board of Trustees represents and warrants to and covenants with the Purchaser as follows:

(a) The County or the Board of Trustees now owns the Hospital Facilities for the benefit of the inhabitants of the County and others within the service area of the Hospital Facilities, pursuant to the provisions of the County Hospital Law. Pursuant to the County Hospital Law the County Commission duly appointed the original Board of Trustees and the Board of Trustees is now duly constituted, elected, and established pursuant to the County Hospital Law and operates the Hospital Facilities on behalf of the County (by virtue of leasing the Hospital to the Allied and overseeing compliance with the Lease), upon such terms and conditions as the Board of Trustees prescribes by its rules and regulations pursuant to the County Hospital Law.

(b) To the best of its knowledge, all necessary licenses, permits and approvals required to carry on and operate all of the Hospital Facilities have been obtained and there has been no violation of and the Board of Trustees has not received any notice of an alleged violation of or liability with respect to the Hospital Facilities under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations and the Board of Trustees has full right, power and authority to authorize, approve, enter into, execute and deliver the Transaction Documents and to perform such other acts and things as are provided for in the Transaction Documents.

(c) The execution, delivery, performance (where applicable) and approval by the Board of Trustees of the Transaction Documents, and full compliance by it with the provisions of the Transaction Documents, have been duly authorized by all necessary action of the Board of Trustees and 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, the Bylaws of the Board of Trustees, any law, court or administrative regulation, decree or order, or any agreement, indenture, mortgage, lease or instrument to which the Board of Trustees is a party or by which it is or may be bound. No event has occurred and is continuing which constitutes, or with the lapse of time or the giving of notice, or both, would constitute, an event of default under the Transaction Documents.

(d) The financial statements of the Board of Trustees, audited by Marberry, Miller & Bales, P.C., Columbia, Missouri, as of and for the fiscal year ended December 31, 2003, contained in the Official Statement in *Appendix B* attached thereto present fairly and accurately the financial position of the Board of Trustees as of the dates indicated and the results of operations and cash flows of the Board of Trustees for the periods specified, and such financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America consistently applied in all material respects to the periods involved.

(e) The Board of Trustees has not, since December 31, 2003, incurred any material liabilities and there has been no material adverse change in the financial position of the Board of Trustees other than as will be set forth in the Official Statement.

(f) The Board of Trustees has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2004 Bonds by the County upon the terms and conditions set forth herein and in the Official Statement, and (ii) the execution, delivery and performance of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by the Board of Trustees in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Transaction Documents.

(g) The County or the Board of Trustees has good and marketable fee title to the Hospital Facilities, including good and marketable title to the personal property therein subject only to the Lease and to other encumbrances which will not interfere with or impair the operation of, or materially and adversely affect the value of the Hospital Facilities. Other than Permitted Encumbrances (as defined in the Indenture), there are no mortgages or deeds of trust encumbering the Hospital Facilities or the personal property used at the Hospital Facilities.

(h) The description and information contained in the Preliminary Official Statement and in any amendment or supplement that may be authorized by the Board of Trustees for use with respect to the Series 2004 Bonds and in the Official Statement and in any amendment or supplement that may be authorized by the Board of Trustees for use with respect to the Series 2004 Bonds relating to the Board of Trustees, including the organization, operations, corporate structure, and financial and other affairs of the foregoing; the Hospital Facilities; the Lease; the financial statements including income statements and balance sheets referred to in subsection (d) hereof; application of the proceeds to be received from the sale of the Series 2004 Bonds; and the Board of Trustee's participation in the transactions contemplated by the Transaction Documents at the Closing will be, true, correct and complete in all material respects at the Closing, will not contain any untrue statement of any material fact and at the Closing will not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(i) The Board of Trustees represents and warrants that the proceeds of the Series 2004 Bonds shall be used to (i) finance costs permitted under the County Hospital Law to acquire, construct, alter, improve and extend the facilities of a governmental unit or a "501(c)(3) organization" as such term is defined in Section 150(a) of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to make the required deposit to the debt service reserve fund for the Bonds, and (iii) pay the costs of issuance with respect to the Series 2004 Bonds. The Board of Trustees further represents and warrants that such facilities have been and shall continue to be used in a manner which would not jeopardize the tax-exempt status of interest on the Series 2004 Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") as long as any of the Series 2004 Bonds are outstanding. The Board of Trustees shall not take or omit to take any action which shall in any way cause or result in the proceeds from the sale of the Series 2004 Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Official Statement.

(j) Except as may be described in the Official Statement, 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 Board of Trustees, threatened against or affecting the County, the County Commission, the Board of Trustees or the Hospital Facilities, or to the knowledge of the Board of Trustees, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of the Board of Trustees or on the transactions contemplated by the Transaction Documents or could have an adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or any other agreement or instrument to which the Board of Trustees is a party or by which either is or may be bound or would in any way contest the corporate existence or powers of the Board of Trustees.

(k) The Board of Trustees shall, on or before the Closing, execute the Transaction Documents and the Transaction Documents, when executed and delivered by the Board of Trustees, will be, and this Bond Purchase Agreement is, the legal, valid and binding obligations of the Board of Trustees, enforceable against it in accordance with their respective terms.

(l) Less than 3% of the property financed or refinanced with the proceeds of the Series 2004 Bonds is or is expected to be used in an "unrelated trade or business" within the meaning of the Code.

(m) The Board of Trustees agrees to cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Series 2004 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; and the Board of Trustees shall, if so requested by the Purchaser, with respect to the offer or sale of the Series 2004 Bonds, file written consents to suit and file written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Series 2004 Bonds may be offered or sold. The Board of Trustees consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification. The Board of Trustees shall pay all expenses and costs (including the registration and filing fees and legal fees of counsel to the Purchaser) incurred in connection therewith.

(n) To the best of its knowledge, at the time of the Closing (as defined herein), no notification of or filing with, or consent or approval of the Health Planning and Development Agency of the State of Missouri, the U.S. Department of Health and Human Services or the Missouri Health Facilities Review Committee or any related or other governmental agency or entity will be required with respect to the transactions contemplated by the Official Statement, which has not been made or obtained, as the case may be. To the best of its knowledge, the financing, as contemplated by the Official Statement, will be consistent with and will not violate or conflict with the terms of the various consents, approvals or findings of non-reviewability of any such agencies or entities.

(o) Any certificate signed by an official, officer, employee or agent of the Board of Trustees delivered to the Purchaser in connection with the Closing, as hereinafter defined, shall be deemed a representation and warranty by the Board of Trustees to such parties as to the statements made therein.

(p) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Transaction Documents by the Board of Trustees.

(q) The Board of Trustees is not in default in the payment of principal of, premium or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium or interest. The Board of Trustees has no knowledge that any event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such bonds, notes or other obligations.

(r) Except as disclosed in the Official Statement, at no time since July 3, 1995, has the Board of Trustees failed to comply in any material respect with any of the informational reporting undertakings contained in any financing documents that are intended to comply with the requirements of Rule 15c2-12. As of the date hereof, all filings required to be made prior to the date hereof, including the annual report with respect to the fiscal year ended December 31, 2004, have been made. The Board of Trustees will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material, to information repositories in the manner and to the extent required by Rule 15c2-12. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Allied. In order to induce the Purchaser to enter into this Bond Purchase Agreement with full realization and appreciation of the fact that the investment value of the Series 2004 Bonds and the ability of the County to sell and the Purchaser to resell the Series 2004 Bonds are dependent in part upon the results of operation of the Hospital and in consideration of the foregoing and the execution and delivery of this Bond Purchase Agreement, Allied represents and warrants to and covenants with the Purchaser as follows:

(a) Allied is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Missouri, is not operated for private or corporate profit and is authorized by law to provide and operate its facilities in the State of Missouri. Allied has full right, power and authority to authorize, approve, enter into, execute and deliver the Transaction Documents to which it is a party and to perform such other acts and things as are provided for in the Transaction Documents.

(b) Allied has all necessary licenses and permits required in order to carry on its business as currently conducted and has or shall obtain prior to the expenditure of the proceeds of the Series 2004 Bonds all necessary licenses and permits in connection with the Hospital. Allied has all necessary licenses, permits and approvals required to carry on and operate all of its health care properties and is not in violation of and has not received any notice of an alleged violation of or liability under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations and have full right, power and authority to authorize, approve, enter into, execute and deliver the Transaction Documents and to perform such other acts and things as are provided for in the Transaction Documents.

(c) The execution, delivery, performance (where applicable) and approval by the Allied of the Transaction Documents, and full compliance by it with the provisions of the Transaction Documents, have been duly authorized by all necessary action of Allied and 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, the Articles of Incorporation or Bylaws of Allied, any law, court or administrative regulation, decree or order, or any agreement, indenture, mortgage, lease or instrument to which Allied is a party or by which it is or may be bound. No event has occurred and is continuing which constitutes, or with the lapse of time or the giving of notice, or both, would constitute, an event of default under the Transaction Documents.

(d) The financial statements of Boone Hospital Center (as a division of Allied), audited by Ernst & Young LLP, St. Louis, Missouri, as of and for the fiscal years ended December 31, 2003 and 2002, contained in the Official Statement in *Appendix B* attached thereto and any other later available unaudited financial statements of Boone Hospital Center (as a division of Allied) furnished to the Purchaser or reviewed in connection with the letters delivered pursuant to Sections 5 and 8(b)(10) of this Official Statement, except as noted therein, present fairly and accurately the financial position of Boone Hospital Center (as a division of Allied) as of the dates indicated and the results of operations and cash flows of Boone Hospital Center (as a division of Allied) for the periods specified, and such financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America consistently applied in all material respects to the periods involved.

(e) Boone Hospital Center (as a division of Allied) has not, since December 31, 2003, incurred any material liabilities and there has been no material adverse change in the financial position of Boone Hospital Center (as a division of Allied) other than as will be set forth in the Official Statement.

(f) Allied has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2004 Bonds by the County upon the terms and conditions set forth herein and in the Official Statement, and (ii) the execution, delivery and performance of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by Allied in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Transaction Documents.

(g) There are no mortgages or deeds of trust encumbering the Hospital or the personal property used at the Hospital or other encumbrances against such property except those which will not interfere with or impair the operation of, or materially and adversely affect the value of the Hospital.

(h) The description and information contained in the Preliminary Official Statement and in any amendment or supplement that may be authorized by Allied for use with respect to the Series 2004 Bonds and in the Official Statement and in any amendment or supplement that may be authorized by Allied for use with respect to the Series 2004 Bonds relating to Allied or the Hospital, including the organization, operations, corporate structure, and financial and other affairs of the foregoing; the financial statements including income statements and balance sheets referred to in subsection (d) hereof; application of the proceeds to be received from the sale of the Series 2004 Bonds; and Allied's participation in the transactions contemplated by the Transaction Documents at the Closing will be, true, correct and complete in all material respects at the Closing, will not contain any untrue statement of any material fact and at the Closing will not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(i) Allied represents and warrants that the proceeds of the Series 2004 Bonds shall be used to (i) pay or make reimbursement for payment of the costs of the Series 2004 Project as permitted under the County Hospital Law and to acquire, construct, alter, improve and extend the facilities of a governmental unit or a "501(c)(3) organization" as such term is defined in Section 150(a) of the Internal Revenue Code of 1986, as amended (the "Code") or refund bonds previously issued for such purpose; (ii) to make the required deposit to the debt service reserve fund for the Bonds, and (iii) pay the costs of issuance with respect to the Series 2004 Bonds. Allied further represents and warrants that such facilities have been and shall continue to be used in a manner which would jeopardize the tax-exempt status of interest on the Series 2004 Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") as long as any of the Series 2004 Bonds are outstanding. Allied shall not take or omit to take any action which shall in any way cause or result in the proceeds from the sale of the Series 2004 Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Official Statement.

(j) Except as may be described in the Official Statement, 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 Allied, threatened against or affecting the County, the Board of Trustees, Allied or the Hospital, or to the knowledge of Allied, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of Allied, the Board of Trustees or the Hospital or on the transactions contemplated by the Transaction Documents or could have an adverse effect on the status of the Hospital under the Code or on the status of Allied as a tax-exempt organization described in Sections 501(a) and 501(c)(3) of the Code or its "non-private foundation" status as defined in Section 509(a) of the Code or on the validity or enforceability in accordance with their respective terms of the Transaction Documents or any other agreement or instrument to which the Allied is a party or by which either is or may be bound or would in any way contest the corporate existence or powers of Allied.

(k) Allied shall, on or before the Closing, execute the Transaction Documents and the Transaction Documents, when executed and delivered by Allied, will be, and this Bond Purchase Agreement is, the legal, valid and binding obligations of Allied, enforceable against it in accordance with their respective terms.

(l) Allied has been determined to be and is exempt from federal income taxation under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code and it is not a "private foundation" as defined in Section 509(a) of the Code. Allied has not impaired its status and will not, while any of the Series 2004 Bonds remains outstanding, impair its status as an organization described in Sections 501(a) and 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code. Neither Allied nor any other user of Allied's properties has "unrelated business taxable income," as defined in Section 512 of the Code, that could have a material adverse effect on Allied's status as an organization described in Section 501(c)(3) of the Code or its exemption from income taxation under Section 501(a) of the Code or that, if such income were subject to federal income taxation, would have a material adverse effect on the condition, financial or otherwise, of Allied. Less than 3% of the property financed or refinanced with the proceeds of the Series 2004 Bonds is or is expected to be used in an "unrelated trade or business" within the meaning of the Code.

(m) Allied agrees to cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Series 2004 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; and Allied shall, if so requested by the Purchaser, with respect to the offer or sale of the Series 2004 Bonds, file written consents to suit and file written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Series 2004 Bonds may be offered or sold. Allied consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification.

(n) At the time of the Closing (as defined herein), no notification of or filing with, or consent or approval of the Health Planning and Development Agency of the State of Missouri, the U.S. Department of Health and Human Services or the Missouri Health Facilities Review Committee or any related or other governmental agency or entity will be required with respect to the transactions contemplated by the Official Statement, which has not been made or obtained, as the case may be. The financing, as contemplated by the Official Statement, will be consistent with and will not violate or conflict with the terms of the various consents, approvals or findings of non-reviewability of any such agencies or entities.

(o) Any certificate signed by an official, officer, employee or agent of Allied delivered to the Purchaser in connection with the Closing, as hereinafter defined, shall be deemed a representation and warranty by such entity to such parties as to the statements made therein.

(p) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Transaction Documents.

(q) Allied is not now in default in the payment of principal of, premium or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium or interest. Allied does not have knowledge that any event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such bonds, notes or other obligations.

(r) At no time since July 3, 1995, has Allied failed to comply in any material respect with any of the informational reporting undertakings contained in any financing documents that are intended to comply with the requirements of Rule 15c2-12. As of the date hereof, all filings required to be made prior to the date hereof, including the annual report with respect to the fiscal year ended December 31, 2004, have been made. Allied will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material, to information repositories in the manner and to the extent required by Rule 15c2-12. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

5. Upon the execution hereof, Allied shall concurrently deliver to the Purchaser a procedures letter with respect to Boone Hospital Center (as a division of Allied) from Ernst & Young LLP, St. Louis, Missouri, dated not earlier than the business day immediately preceding the date hereof,

to the effect set forth in Exhibit A attached hereto.

In addition, there is delivered to the Purchaser herewith the approval in writing of Ernst & Young LLP, St. Louis, Missouri, independent auditors engaged by Allied, to include in the Preliminary Official Statement and Official Statement its report on its audit of the financial statements of Boone Hospital Center (as a division of Allied) in connection with the offering and sale of the Series 2004 Bonds and the approval in writing of Marberry, Miller & Bales, P.C., Columbia, Missouri, independent auditors engaged by the Board of Trustees, to include in the Preliminary Official Statement and Official Statement its report on its audit of the financial statements of the Board of Trustees in connection with the offering and sale of the Series 2004 Bonds.

To the best knowledge of Allied and the Board of Trustees, respectively, Ernst & Young LLP are independent accountants with respect to Boone Hospital Center (as a division of Allied) within the meaning of Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants and Marberry, Miller & Bales, P.C. are independent accountants with respect to the Board of Trustees within the meaning of Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

6. Closing. Prior to or at 12:00 P.M., St. Louis, Missouri time, on August 11, 2004 or at such other time or such other date as shall have been mutually agreed upon by the County, the Board of Trustees, Allied and the Purchaser in writing (the "Closing Time"), the County will deliver, or cause to be delivered, to the Purchaser, the Series 2004 Bonds, in definitive form duly executed and authenticated by the Trustee (as defined in the Indenture), together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Series 2004 Bonds by delivering to the County a wire transfer of funds immediately available in Kansas City, Missouri, in an amount equal to the purchase price.

Payment and delivery of the Series 2004 Bonds as aforesaid shall be made in Kansas City, Missouri and New York, New York as more specifically described on Schedule II attached hereto and made a part hereof. Such payment and delivery is herein called the "Closing." The Series 2004 Bonds will be delivered in denominations authorized by the Indenture, as definitive Bonds in fully registered form, and in such amounts as the Purchaser may request. Payment of the Series 2004 Bonds shall be made to the County in immediately available funds or such other arrangement as shall be mutually agreeable on or before the Closing Time. The Series 2004 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). The Series 2004 Bonds shall be delivered to DTC not less than two Business Days prior to the Closing and shall be available for delivery at DTC in accordance with DTC's settlement procedures, or, alternatively, delivered to and held by the Trustee in accordance with DTC's FAST procedures for the benefit of DTC at the Closing Time.

It is anticipated that CUSIP identification numbers will be printed on the Series 2004 Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal of the Purchaser to accept delivery of and pay for any of the Series 2004 Bonds.

7. Events Permitting Purchaser to Terminate. The Purchaser shall have the right to cancel its obligations to purchase the Series 2004 Bonds if between the date hereof and the date of the Closing, (i)(A) legislation shall be enacted or for the first time be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, 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 (B) a decision by a federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency

shall be made with respect to federal taxation upon interest on the Series 2004 Bonds, or (C) other action or events shall have occurred or transpired, any of 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, that securities of the general character of the Series 2004 Bonds shall not be exempt from registration under the Securities Act of 1933, as amended or that the Indenture shall not be exempt from qualification under the Trust Indenture Act of 1939, as amended and as a consequence, in the opinion of the Purchaser, or materially and materially adversely affects the market for the Series 2004 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2004 Bonds at the contemplated offering price, or (ii) there shall exist any fact or any event shall have occurred which either (A) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement as then amended or supplemented or (B) is not reflected in the Official Statement as then amended or supplemented but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the County, the Board of Trustees or Allied, as applicable, refuses to permit the Official Statement to be supplemented or corrected or supply such statement or information (unless such supplement or correction materially adversely affects the market for the Series 2004 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2004 Bonds at the contemplated offering prices), or (iii) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States being such as would materially adversely affect the market for the Series 2004 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2004 Bonds at the contemplated offering prices, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or a general banking moratorium shall have been declared by federal, Missouri or New York authorities, the effect of which on the financial markets of the United States is such as would materially adversely affect the market for the Series 2004 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2004 Bonds at the contemplated offering prices, or (v) there shall have occurred, in the reasonable opinion of the Purchaser, since the date of the last audited financial statements of the Board of Trustees (i.e., December 31, 2003) or Boone Hospital Center (as a division of Allied) (i.e., December 31, 2003) any material adverse change in the financial or other business or affairs of the Board of Trustees or Boone Hospital Center (as a division of Allied) from that reflected in the financial statements or other information concerning the County, the Board of Trustees, Allied and the Hospital Facilities contained in the Official Statement not otherwise disclosed in the Official Statement, or (vi) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that (A) the Series 2004 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended, and as then in effect, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended, and as then in effect, or (vii) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Series 2004 Bonds, as contemplated herein or in the Preliminary Official Statement or the Official Statement, is in violation of any provision of the Securities Act of 1933, as amended, and as then in effect, the Securities Exchange Act of 1934, as amended, and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or (viii) the Official Statement is not executed, approved and delivered in accordance with Section 3 above.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject (i) to the performance by the other parties of their respective obligations to be performed hereunder at and prior to the Closing Time, (ii) to the accuracy in all material respects of the representations and warranties herein of the other parties as of the date hereof and as of the Closing

Time, and (iii) to the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser, the County, the Board of Trustees and Allied, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Series 2004 Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) all requisite planning approvals shall have been obtained and shall remain in full force and effect, and (iv) the County, the Board of Trustees and Allied shall have duly adopted and there shall be in full force and effect such orders and resolutions as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri (herein called "Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Time, the Purchaser shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) The unconditional approving opinions of Bond Counsel dated the date of Closing, addressed to, among others, the Purchaser, in form and substance satisfactory to Bond Counsel, the Purchaser, the County, the Board of Trustees and Allied.

(2) [Reserved].

(3) The opinion of Counsel to the Board of Trustees, dated the date of Closing, addressed to, among others, the Purchaser, in form and substance satisfactory to Bond Counsel, the Purchaser, the County and Allied.

(4) The opinion of Counsel to Allied, dated the date of Closing, addressed to, among others, the Purchaser, in form and substance satisfactory to Bond Counsel, the Purchaser, the County and the Board of Trustees.

(5) The Indenture, duly executed and delivered by the parties thereto.

(6) The Continuing Disclosure Agreement, duly executed and delivered by the parties thereto.

(7) A certificate or certificates of the County, dated the date of Closing to the effect that (i) no litigation is pending or, to its knowledge, threatened against the County or the County Commission which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Transaction Documents, (B) in any way contest the existence or powers of the County, or (C) in any way adversely affect the federal or State of Missouri tax-exempt status of the interest on the Series 2004 Bonds, (ii) no event affecting the County or the County Commission has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any respect as of the date of Closing, (iii) the representations and warranties of the County herein and in the Transaction Documents were and are true, correct and not misleading as of the date made and as of the date of Closing, (iv) the County has no knowledge of any defect in the title to or encumbrance on the Hospital Facilities or the personal property therein other than the Lease and encumbrances that will not materially interfere

with or impair the operation of, or materially adversely affect the value of, the Hospital Facilities or such personal property or prevent or limit the carrying out of the purposes for which the same was acquired or is held for use at the Hospital Facilities, (v) at the date of the Closing, no event has occurred and is continuing that, with the lapse of time or the giving of notice, or both, would constitute a breach of or an Event of Default by the County under the Transaction Documents and (vi) covering such other matters as are reasonably requested by Bond Counsel or the Purchaser.

(8) A certificate or certificates of the Board of Trustees, dated the date of Closing to the effect that (i) since December 31, 2003, no material adverse change has occurred in the financial position of the Board of Trustees or results of operations of the Board of Trustees and the Hospital Facilities other than the Hospital except as disclosed in the Official Statement, (ii) the Board of Trustees has not, since December 31, 2003 incurred any material liabilities other than as set forth in or contemplated by the Official Statement, (iii) no litigation is pending or, to its knowledge, threatened against the Board of Trustees that would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Transaction Documents, (B) in any way contest the existence or powers of the County (but solely with respect to the issuance of the Series 2004 Bonds), the Hospital Facilities or the Board of Trustees, or (C) in any way adversely affect the federal or State of Missouri tax-exempt status of the interest on the Series 2004 Bonds, (iv) no litigation, proceeding or investigation is pending or, to their knowledge, threatened against the Board of Trustees, (v) no event affecting the Board of Trustees or, to its knowledge, the Hospital Facilities has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any respect as of the date of Closing, (vi) the representations and warranties of the Board of Trustees herein and in the Transaction Documents were and are true, correct and not misleading as of the date made and as of the date of Closing, (vii) the Board of Trustees has no knowledge of any defect in the title to or encumbrance on the Hospital Facilities or the personal property therein other than the Lease and encumbrances that will not materially interfere with or impair the operation of, or materially adversely affect the value of, the Hospital Facilities or such personal property or prevent or limit the carrying out of the purposes for which the same was acquired or is held for use at the Hospital Facilities, (viii) at the date of the Closing, no event has occurred and is continuing that, with the lapse of time or the giving of notice, or both, would constitute a breach of or an Event of Default by the Board of Trustees under the Transaction Documents and (ix) covering such other matters as are reasonably requested by Bond Counsel or the Purchaser.

(9) A certificate or certificates of Allied, dated the date of Closing to the effect that (i) since December 31, 2003, no material adverse change has occurred in the financial position of Boone Hospital Center (as a division of Allied) or results of operations of Boone Hospital Center (as a division of Allied) except as disclosed in the Official Statement, (ii) Boone Hospital Center (as a division of Allied) has not, since December 31, 2003, incurred any material liabilities other than as set forth in or contemplated by the Official Statement, (iii) no litigation is pending or, to their knowledge, threatened against Allied or Boone Hospital Center (as a division of Allied) that would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Transaction Documents, (B) in any way contest the existence or powers of Allied, or (C) in any way adversely affect the federal or State of Missouri tax-exempt status of the interest on the Series 2004 Bonds, (iv) no litigation, proceeding or investigation is pending or, to their knowledge, threatened against Allied

or Boone Hospital Center (as a division of Allied), except (A) litigation involving claims for healthcare professional liability, that are either set forth in the Official Statement or as to which the probable recoveries in which and the estimated costs and expenses of defense of which, in the opinion of counsel, will be entirely within the applicable insurance policy limits (subject to applicable deductibles) and (B) litigation involving other types of claims that if adversely determined will not, in the opinion of counsel, materially and adversely affect the financial condition or operations of Boone Hospital Center (as a division of Allied), (v) no event affecting Allied or Boone Hospital Center (as a division of Allied) has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any respect as of the date of Closing, (vi) the representations and warranties herein and in the Transaction Documents were and are true, correct and not misleading as of the date made and as of the date of Closing, (vii) Allied has no knowledge of any defect in the title to or encumbrance on the Hospital or the personal property therein other than the Lease and encumbrances that will not materially interfere with or impair the operation of, or materially adversely affect the value of, the Hospital or such personal property or prevent or limit the carrying out of the purposes for which the same was acquired or is held for use at the Hospital, (viii) there has been no change or threatened change in the tax exempt status of Allied or the Hospital, (ix) at the date of the Closing, no event has occurred and is continuing that, with the lapse of time or the giving of notice, or both, would constitute a breach of or an Event of Default under the Transaction Documents and (x) covering such other matters as are reasonably requested by Bond Counsel or the Purchaser.

(10) The Official Statement executed and approved on behalf of the County and the Board of Trustees by duly authorized officials thereof, evidence of the consent by Ernst & Young LLP, St. Louis, Missouri, Independent Certified Public Accountants, to the inclusion of their report in the Official Statement and evidence of the consent by Marberry, Miller & Bales, P.C., Columbia, Missouri, Independent Certified Public Accountants, to the inclusion of their report in the Official Statement.

(11) A letter with respect to Boone Hospital Center (as a division of Allied), dated the date of the Closing, stating, as of a date not earlier than five days prior to the Closing, the same information in the same form as required to be furnished by such accountants pursuant to Section 5 hereof, which letter shall also refer to any unaudited financial statements of Boone Hospital Center (as a division of Allied) dated subsequent to December 31, 2003, if reviewed by such accountants and by which letter the accountants shall consent to references to them in the Preliminary Official Statement and the Official Statement and the use of its reports and the financial statements contained in the Preliminary Official Statement and the Official Statement.

(12) The Bond Resolution, duly adopted and executed by the County, together with a certificate dated the date of Closing to the effect that such Bond Resolution has not been modified, amended or repealed.

(13) For the Board of Trustees, its Bylaws, as amended, certified as of the date of the Closing and a certified copy of the resolutions of the Board of Trustees authorizing and approving, as appropriate, the issuance of the Series 2004 Bonds and the execution and delivery by the Board of Trustees of the Transaction Documents, together with certificates dated the date of the Closing to the effect that such resolutions have not been modified, amended or repealed.

(14) For Allied, (a) its Articles of Incorporation, as amended, certified by the Secretary of State of the State of Missouri as of a date within fifteen days prior to the date of the Closing, which certificate shall be further certified to by the Corporation's Secretary or Assistant Secretary as of the date of the Closing, (b) a copy of the Corporation's by-laws, as amended, certified by the Corporation's Secretary or Assistant Secretary as of the date of the Closing and a good standing certificate of the Corporation, certified by the Secretary of State of the State of Missouri as of a date within ten days prior to the date of Closing, (c) a certified copy of the resolutions of Allied authorizing and approving, as appropriate, the issuance of the Series 2004 Bonds and the execution and delivery by Allied of the Transaction Documents, together with certificates dated the date of the Closing to the effect that such resolutions have not been modified, amended or repealed and (d) copies of correspondence to Allied from the Internal Revenue Service to the effect that Allied is an organization described in Section 501(c)(3) of the Code and to the effect that Allied is classified as an organization that is not a private foundation as defined in Section 509(a) of the Code.

(15) Certificates of insurance consultants which may be any of the Hospital Facilities' insurance brokers or actuaries, dated within 7 days of the date of the Closing, to the effect that the Hospital Facilities' insurance coverage and any self-insurance program, with respect to type and amount, complies with the requirements set forth in the Indenture.

(16) Other certificates listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, including any certificates of the County, the Board of Trustees or Allied.

(17) Evidence that the State Department of Social Services, Division of Health, has issued all necessary licenses to operate the Hospital Facilities.

(18) The Blue Sky Memorandum prepared in connection with the issuance of the Series 2004 Bonds.

(19) A completed form 8038 (Information Return for Tax Exempt Governmental Obligations).

(20) Evidence of a public hearing by or on behalf of the County in connection with the issuance of the Series 2004 Bonds and copies of the approval of the Presiding Commissioner of the County with respect to the issuance of the Series 2004 Bonds.

(21) Evidence that Moody's Investors Service has issued a rating for the Series 2004 Bonds which is not lower than "A3."

(22) Tax Compliance Agreement agreed to by the County, the Board of Trustees, Allied and the Trustee and other tax compliance certificates reasonably requested by Bond Counsel or the Purchaser.

(23) Delivery to Purchaser of an opinion of counsel to Purchaser in form and substance satisfactory to the Purchaser.

(24) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or counsel for the Purchaser may reasonably request

to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

If any obligations of any party to this Bond Purchase Agreement are unable to be satisfied, or if the obligations hereunder of any party shall be terminated for any other reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall be terminated at the option of the Purchaser and the Purchaser shall not be under further obligation hereunder; except that the respective obligations to indemnify and pay expenses, as provided in Sections 10 and 11 hereof, shall survive any termination of this Bond Purchase Agreement due to the failure or inability of any party to satisfy its respective obligations hereunder.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the County, the Board of Trustees, Allied and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations under Sections 10 and 11 hereof shall survive any termination of this Bond Purchase Agreement.

10. Indemnity, Hold Harmless and Contribution.

(a) Board of Trustees. To the extent permitted by law, the Board of Trustees agrees to indemnify and hold harmless the County, Allied, the Purchaser, each director, officer or employee of the County, Allied or the Purchaser and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the County, Allied or the Purchaser through the ownership of voting securities, by contract or otherwise (collectively in this subsection (a) called the "Indemnified Parties"), from and against any and all losses, claims, demands, damages, liabilities or expenses whatsoever caused by (i) any breach of the undertakings of the Board of Trustees in this Bond Purchase Agreement or other representations of the Board of Trustees contained herein; or (ii) any untrue or misleading statement, whether actual or alleged, of a material fact contained in the Official Statement or caused by any omission, whether actual or alleged, from the Official Statement of any material fact required to be stated or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, insofar as such statements appear in, or matter omitted pertains to material appearing in, any section of the Official Statement which either: (A) was prepared from information furnished by the Board of Trustees or any of its agents (including, without limitation attorneys, accountants or consultants); or (B) contains information about the Board of Trustees, the Lease or the Hospital Facilities; or (C) both.

In case any claims shall be made or any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity can be sought against the Board of Trustees pursuant to the preceding paragraph, the Indemnified Parties shall promptly notify the Board of Trustees in writing, and the Board of Trustees shall promptly assume the defense thereof, including, with the consent of the County, Allied and Purchaser, which consents shall not be unreasonably withheld, the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized, in writing, by the Board of Trustees or there is a conflict of interest which would prevent counsel for the Board of Trustees from adequately representing both the Board of Trustees and the Indemnified Parties. The Board of Trustees shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the Board of Trustees or if there be a final judgment for the plaintiff in any such action which the Board of Trustees is required hereunder to assume the defense of, the Board of Trustees

agrees, to the extent permitted by law, to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment but solely from Board of Trustees' moneys and only with respect to the portion of such judgment or settlement in which indemnity can be sought against the Board of Trustees pursuant to the preceding paragraph.

(b) Allied. To the extent permitted by law, Allied agrees to indemnify and hold harmless the County, the Board of Trustees, the Purchaser, each director, officer or employee of the County, the Board of Trustees or the Purchaser and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the County, the Board of Trustees or the Purchaser through the ownership of voting securities, by contract or otherwise (collectively in this subsection (b) called the "Indemnified Parties"), from and against any and all losses, claims, demands, damages, liabilities or expenses whatsoever caused by (i) any breach of the undertakings of Allied in this Bond Purchase Agreement or other representations of Allied contained herein; or (ii) any untrue or misleading statement, whether actual or alleged, of a material fact contained in the Official Statement or caused by any omission, whether actual or alleged, from the Official Statement of any material fact required to be stated or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, insofar as such statements appear in, or matter omitted pertains to material appearing in, any section of the Official Statement which either: (A) was prepared from information furnished by Allied or any of its agents (including, without limitation attorneys, accountants or consultants); or (B) contains information about Allied, the Lease or the Hospital and its operations; or (C) both.

In case any claims shall be made or any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity can be sought against Allied pursuant to the preceding paragraph, the Indemnified Parties shall promptly notify Allied in writing, and Allied shall promptly assume the defense thereof, including, with the consent of the County, the Board of Trustees and Purchaser, which consents shall not be unreasonably withheld, the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized, in writing, by Allied or there is a conflict of interest which would prevent counsel for Allied from adequately representing both Allied and the Indemnified Parties. Allied shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of Allied or if there be a final judgment for the plaintiff in any such action which Allied is required hereunder to assume the defense of, Allied agrees, to the extent permitted by law, to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment but solely from Allied's moneys and only with respect to the portion of such judgment or settlement in which indemnity can be sought against Allied pursuant to the preceding paragraph.

(c) Purchaser. The Purchaser agrees to indemnify and hold harmless the County, the Board of Trustees, Allied, each director, member, officer, employee or agents of the County, the Board of Trustees, Allied and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of any of such entities, by contract or otherwise (collectively in this Subsection (c) called the "Indemnified Parties") from and against any and all losses, claims, demands, damages, liabilities or expenses whatsoever caused by any untrue or misleading statement, whether actual or alleged, of a material fact contained in the Official Statement, or caused by any omission, whether actual or alleged, from the Official Statement of any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, provided that such indemnification shall be limited solely to statements that appear under, or matters omitted pertaining to material appearing under, the captions "UNDERWRITING" or "ANNUAL DEBT

SERVICE REQUIREMENTS,” or such information in the Official Statement setting forth the principal amount, interest rates and prices of the Series 2004 Bonds or respecting the Purchaser.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity may be sought against the Purchaser as described above, the Indemnified Parties shall promptly notify the Purchaser in writing, and the Purchaser shall promptly assume the defense thereof, including with the consent of the County, the Board of Trustees and/or Allied, as applicable, which consents shall not be unreasonably withheld, the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized, in writing, by the Purchaser or there is a conflict of interest that would prevent counsel for the Purchaser from adequately representing both the Purchaser and the Indemnified Parties. The Purchaser shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the Purchaser or if there is a final judgment for the plaintiff in any such action which the Purchaser is required hereunder to assume the defense of, the Purchaser agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(d) Contribution. In order to provide for just and equitable contribution in circumstances in which this Section provides for indemnity but such indemnity is for any reason held to be unavailable to the Purchaser, the Board of Trustees or Allied, each of the parties hereto shall, to the extent permitted by law, contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by the indemnity provisions of this Section incurred by the Purchaser, the Board of Trustees or Allied (i) in such proportion as is appropriate to reflect the relative benefits received, taking into consideration the relative fault of the Board of Trustees, Allied and the Purchaser, in connection with the statements, omissions or other actions that resulted in such losses, liabilities, claims, damages and expenses or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Board of Trustees, Allied and the Purchaser in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations; provided, however, that no person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person, if any, who controls the Purchaser shall have the same rights to contribution as the Purchaser.

The relative benefits received by the Board of Trustees and Allied (the “Issuer/Borrower Group,” collectively, and the Purchaser shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer/Borrower Group bear to the total underwriting fees and commissions received by the Purchaser in connection with this transaction. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Board of Trustees, Allied or the Purchaser, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Purchaser, the Board of Trustees and Allied agree that it would not be just and equitable if contribution pursuant to this subsection were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection.

Notwithstanding the provisions of this paragraph, the Purchaser shall not be required to contribute any amount in excess of the amount by which the total underwriting fees and commissions

received by the Purchaser with respect to the Series 2004 Bonds exceeds the amount of any damages which the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(e) Survival. The covenants and agreements of the Board of Trustees, Allied and the Purchaser herein contained shall survive the delivery of the Series 2004 Bonds.

11. Expenses. The Board of Trustees shall pay the following expenses incident to the performance of its obligations hereunder: (i) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Bond Purchase Agreement) and a reasonable number of copies of the Preliminary Official Statement; (ii) the cost of the preparation, printing and distribution of the Official Statement, together with a reasonable number of copies thereof; (iii) the cost of preparation, printing and distribution of the definitive Bonds; (iv) any travel or other out-of-pocket expenses of the Purchaser directly attributable to the issuance and sale of the Series 2004 Bonds; and (v) the fees and disbursements of Bond Counsel, counsel to the Purchaser (including the fees and expenses of Purchaser's counsel in connection with the public offering and distribution of the Series 2004 Bonds, including, but not limited to, the cost of Blue Sky registration and the cost of the preparation of any Preliminary and Supplemental Blue Sky Memoranda) and counsel to the Board of Trustees and any other experts or consultants retained by the County or the Board of Trustees, including the charges of any rating agency with respect to the Series 2004 Bonds.

The Board of Trustees shall cause the Trustee to pay out of the proceeds of the Series 2004 Bonds the discount of the Purchaser or the purchase price paid for the Series 2004 Bonds shall reflect such discount. However, the Board of Trustees agrees that it will not submit any requisitions that would cause the Trustee to disburse more than two percent (2%) of the purchase price to be paid by the Purchaser with respect to the Series 2004 Bonds as specified in Section 1 (exclusive of accrued interest) to pay such expense and any additional amount owed hereunder to the Purchaser shall be paid by the Board of Trustees separately.

12. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (i) ninety (90) days after the "end of the underwriting period" (as defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the County, the Board of Trustees, Allied or the Hospital Facilities shall occur as a result of which it is necessary, in the opinion of Bond Counsel or counsel to the Purchaser, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the County, the Board of Trustees, and Allied will forthwith prepare and furnish to the Purchaser a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel to the Purchaser) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading. The expenses of preparing such amendment or supplement shall be borne by the party who had supplied the information being amended or supplemented. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the County, the Board of Trustees and Allied will furnish to the Purchaser such information with respect to each of themselves and the Hospital Facilities, respectively, as the Purchaser may from time to time reasonably request.

13. Third Party Beneficiaries. The County, the Board of Trustees and Allied agree that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the County, the Board of Trustees or Allied in the Transaction Documents, to the same effect as

if the County, the Board of Trustees and Allied had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the County, to the Board of Trustees or to Allied under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above. Any notice or other communications to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the following address:

Raymond James & Associates, Inc.
550 W. Washington, Suite 1650
Chicago, Illinois 60661
Attn.: Arlan Dohrmann

15. Successors. This Bond Purchase Agreement is made for the benefit of the County, the Board of Trustees, Allied and the Purchaser (including its successors or assigns and the indemnified parties and their successors and assigns) and no other person including any purchaser of the Series 2004 Bonds shall acquire or have any rights hereunder or by virtue hereof.

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

17. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

[Remainder of page intentionally left blank]

19. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By _____
Authorized Officer

Accepted and agreed to as of the date first above written:

BOONE COUNTY, MISSOURI

By _____
Presiding Commissioner

ATTEST: (Seal)

County Clerk

Accepted and agreed to as of the date first above written:

BOARD OF TRUSTEES OF BOONE COUNTY
HOSPITAL

By _____
Chairperson

ATTEST: (Seal)

Secretary

Accepted and agreed to as of the date first above written:

CH ALLIED SERVICES, INC.

By _____
(Vice) President

ATTEST: (Seal)

(Asst.) Secretary

Schedule I to
Bond Purchase Agreement

<u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Public Offering Price</u> <u>(as a % of principal amount)</u>
2005*	\$230,000	3.750%	99.470%
2006*	230,000	3.750%	99.470%
2007*	240,000	3.750%	99.470%
2008*	245,000	3.750%	99.470%
2009*	255,000	3.750%	99.470%
2010	265,000	3.750%	99.470%
2011*	275,000	4.375%	99.161%
2012*	285,000	4.375%	99.161%
2013*	300,000	4.375%	99.161%
2014	315,000	4.375%	99.161%
2015*	325,000	5.000%	102.365%
2016	345,000	5.000%	102.365%
2017*	360,000	5.000%	98.018%
2018*	380,000	5.000%	98.018%
2019*	395,000	5.000%	98.018%
2020*	415,000	5.000%	98.018%
2021*	435,000	5.000%	98.018%
2022*	460,000	5.000%	98.018%
2023*	480,000	5.000%	98.018%
2024	505,000	5.000%	98.018%

* Mandatory Sinking Fund Redemption

Schedule II
to
Bond Purchase Agreement

Pursuant to Section 6 of the Bond Purchase Agreement, payment for the Series 2004 Bonds shall be made to the County in immediately available funds or such other arrangement as shall be mutually agreeable at or before the Closing Time. The Series 2004 Bonds shall be available for delivery in New York, New York at The Depository Trust Company.

EXHIBIT A TO
BOND PURCHASE AGREEMENT

[FORM OF ACCOUNTANT'S LETTER]

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of August 1, 2004

among

BOONE COUNTY, MISSOURI,

**BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL,**

and

**UMB BANK, n.a.,
Kansas City, Missouri,
as Trustee**

relating to

**\$6,740,000
Hospital Revenue Bonds
(Boone Hospital Center)
Series 2004**

FIRST SUPPLEMENTAL INDENTURE OF TRUST

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST (the "**Supplemental Indenture**"), supplementing and amending that certain Indenture of Trust dated as of December 1, 2002 (the "**Original Indenture**," and together with the Supplemental Indenture, the "**Indenture**"), is entered into as of August 1, 2004, among **BOONE COUNTY, MISSOURI**, a first class county duly organized and existing under the laws of the State of Missouri (the "**County**"), the **BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL** (the "**Board of Trustees**" or the "**Board**"), and **UMB BANK, n.a.**, a national banking association having its principal corporate trust office located in Kansas City, Missouri, as trustee (the "**Trustee**").

RECITALS

1. The County and the Board of Trustees now own an acute care hospital and related facilities in Columbia, Missouri, known as Boone Hospital Center (the "**Hospital**"), pursuant to Sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the "**Act**").

2. The Board of Trustees is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.

3. The Board of Trustees has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the "**Lease**"), with CH Allied Services, Inc., a Missouri nonprofit corporation (the "**Lessee**"), currently in effect through December 31, 2010, pursuant to which the Lessee has full management, control and use of the Hospital.

4. The obligations of the Lessee under the Lease are guaranteed by Christian Health Services Development Corporation, the parent corporation of the Lessee.

5. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.

6. Pursuant to the Original Indenture, the County has heretofore issued its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 (the "**Series 2002 Bonds**"), in the original principal amount of \$29,470,000, and currently outstanding in the principal amount of \$26,305,000.

7. Board of Trustees by resolution duly adopted has found and determined that it is necessary and desirable to acquire, construct, improve, extend, repair, equip and furnish the existing facilities of and make additions and renovations to the Hospital (the "**2004 Project**"), and has recommended and requested that the County Commission authorize the issuance of revenue bonds of the County pursuant to the Act, on a parity with the Series 2002 Bonds, to provide funds to pay the costs of the 2004 Project.

8. The Original Indenture authorized the issuance of Additional Bonds, including the issuance of Additional Bonds designated therein as "Series 2003 Bonds" to provide funds to expand the Hospital. The Series 2004 Bonds are Series 2003 Bonds within the meaning of that provision.

9. The execution and delivery of this Supplemental Indenture and the issuance of \$6,740,000 principal amount of Hospital Revenue Bonds (Boone Hospital Center), Series 2004 (the "**Series 2004 Bonds**"), under this Indenture have been in all respects duly and validly authorized by an resolution duly passed and approved by the County Commission and approved by a resolution duly passed and approved by the Board of Trustees.

10. The Series 2002 Bonds, the Series 2004 Bonds and any other Additional Bonds being herein collectively called the "**Bonds**") on the terms and conditions provided for herein.

11. All things necessary to make the Series 2004 Bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, legal and binding obligations of the County, and to constitute the Indenture a valid, legal and binding pledge and assignment of the rights, interests and revenues herein made for the security of the payment of the Series 2004 Bonds issued hereunder, have been done and performed, and the execution and delivery of this Supplemental Indenture and the execution and issuance of the Series 2004 Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

In order to secure the payment of all of the Bonds issued and Outstanding under the Indenture from time to time according to their tenor and effect and to secure the performance and observance by the County and the Board of Trustees of all the covenants, agreements and conditions herein and in the Bonds contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Board of Trustees do hereby confirm the transfer, pledge and assignment to the Trustee, and the grant of a security interest to the Trustee in, the property described in paragraphs (a) and (b) below (said property being herein referred to as the "**Trust Estate**"):

(a) All net income and revenues derived by the Board of Trustees from the operation of the Hospital Facilities, including all rentals received under the Lease, after providing for the costs of operation and maintenance thereof, and all other income made available to the Board of Trustees with respect to the Hospital Facilities other than from proceeds of taxation but including all operating and non-operating revenues, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor; and

(b) All moneys and securities (except moneys and securities in the Rebate Fund) from time to time held by the Trustee under the terms of this Indenture, which the Trustee is hereby authorized to receive at any and all times and to hold and apply the same subject to the terms hereof; and

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for

additional security under this Indenture by the County, the Board of Trustees or by anyone in their behalf or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

It is hereby expressly declared, covenanted and agreed by and among the parties hereto, that all Bonds issued and secured under the Indenture are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied, for the equal and proportionate benefit of the respective Owners of the Bonds, under and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County and the Board of Trustees do hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms.

(a) Additional Definitions. In addition to words and terms defined in the Original Indenture and elsewhere herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Costs of Issuance" means issuance costs with respect to the Bonds that are permitted under the Act to be paid out of proceeds of the Bonds.

"Costs of the 2004 Project" means all reasonable or necessary costs and expenses of the 2004 Project that are permitted under the Act to be paid out of proceeds of the Bonds.

"Series 2004 Bonds" means the series of Hospital Revenue Bonds (Boone Hospital Center), Series 2004, aggregating the principal amount of \$6,740,000 issued pursuant to the Indenture.

"2004 Project" means the additions and renovations to the Hospital, as described in the Recitals to this Supplemental Indenture, the costs of which will be paid in whole or in part, or for which the Board of Trustees will be reimbursed in whole or in part, from the proceeds of the sale of the Series 2004 Bonds, and which costs are authorized under the Act.

"2004 Project Fund" means the fund by that name created by **Section 401** of this Supplemental Indenture, including within such fund the **"Costs of Issuance Account"** and the **"Project Account."**

(b) Amended Definitions. The definitions of the following words and terms set forth in the Original Indenture are hereby amended to read as follows:

"Bond Purchase Agreement" means the Bond Purchase Agreement relating to a series of Bonds among the County, the Board of Trustees, the Lessee and the original purchasers of such series of Bonds.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement relating a series of Bonds among the Board of Trustees, the Lessee and the Dissemination Agent named therein, as from time to time amended in accordance with the provisions thereof.

"Debt Service Reserve Fund Requirement" means (a) with respect to the Series 2002 Bonds, \$2,780,456.15, (b) with respect to the Series 2004 Bonds, \$534,093.76, and (c) with respect to any other series of Additional Bonds, the amount set forth in the Supplemental Indenture authorizing such series of Additional Bonds.

"Tax Compliance Agreement" means the Tax Compliance Agreement relating to a series of Bonds, among the County, the Board of Trustees and the Trustee, as from time to time amended in accordance with the provisions thereof.

"Transaction Documents" means, for any series of Bonds, the Indenture, the Bonds of such series, any disclosure documents related to such series of Bonds, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement and any and all other documents or instruments that evidence or are a part of the transactions related to such series of Bonds referred to in the Indenture or contemplated hereby; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

ARTICLE II

THE SERIES 2004 BONDS

Section 201. Authorization of Series 2004 Bonds.

(a) There shall be issued and secured by the Indenture a series of Bonds in the aggregate principal amount of \$6,740,000 for the purpose of providing funds to (1) pay the costs of the 2004 Project, (2) fund the Debt Service Reserve Fund, and (3) pay certain costs of issuance, which series of Bonds shall be designated "Hospital Revenue Bonds (Boone Hospital Center), Series 2004" (herein called the **"Series 2004 Bonds"**). The Series 2004 Bonds shall be dated the date of their initial issuance and delivery, shall become due on August 1 in the years and in the respective principal amounts (subject to prior redemption as hereinafter provided in **Article III**), and shall bear interest at the respective rates per annum, as follows:

TERM BONDS

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2010	\$1,465,000	3.750%
2014	1,175,000	4.375%
2016	670,000	5.000%
2024	3,430,000	5.000%

The Series 2004 Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date (February 1 and August 1, beginning on February 1, 2005).

(b) The Series 2004 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2004 Bonds by the Trustee there shall be filed with the Trustee the following:

(1) A copy, certified by the County Clerk, of the resolution adopted by the County Commission authorizing the issuance of the Series 2004 Bonds and the execution of this Indenture and any other Transaction Documents to which it is a party.

(2) A copy, certified by the Secretary or an Assistant Secretary of the Board of Trustees, of the resolution adopted by the Board of Trustees authorizing the execution and delivery of this Indenture and any Transaction Documents to which it is a party, and approving the issuance and sale of the Series 2004 Bonds.

(3) An original executed counterpart of this Supplemental Indenture and each of the other Transaction Documents.

(4) A copy of the Lease certified by the Secretary or Assistant Secretary of the Board of Trustees.

(5) A request and authorization to the Trustee by the County to authenticate the Series 2004 Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the County, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(6) Opinions of Bond Counsel, dated the Closing Date, relating to the validity of the Series 2004 Bonds, the exclusion from federal gross income of the interest on the Series 2004 Bonds under the Internal Revenue Code, the exemption of the Series 2004 Bonds from registration under the Securities Act of 1933, as amended, and the exemption of this Indenture from qualification under the Trust Indenture Act of 1939, as amended.

(7) An Opinion of Bond Counsel to the effect that all requirements for the issuance of the Series 2004 Bonds have been met and the issuance of the Series 2004 Bonds will not result in the interest on the Series 2004 Bonds becoming subject to federal income taxes then in effect and the Opinion of Bond Counsel required by **Section 1003** of the Original Indenture.

(8) Such other certificates, statements, receipts, opinions and documents required by any of the Transaction Documents or as the Trustee shall reasonably require for the delivery of the Series 2004 Bonds.

(c) When the documents specified in paragraph (b) of this Section shall have been filed with the Trustee, and when the Series 2004 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2004 Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price for the Series 2004 Bonds. The proceeds of the sale of the Series 2004 Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article IV** hereof.

(d) The Trustee is hereby designated as the Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Series 2004 Bonds.

Section 202. Form of 2004 Bonds.

(a) The Series 2004 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the forms set forth in **Exhibit A** attached to this Supplemental Indenture.

ARTICLE III

REDEMPTION OF SERIES 2004 BONDS

Section 301. Redemption of Series 2004 Bonds.

(a) *Mandatory Sinking Fund Redemption.* The Series 2004 Bonds designated as Term Bonds in **Section 202** (the "**Term Bonds**") shall be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on August 1 in each of the years set forth below, at the principal amount thereof plus accrued interest to the redemption date, without premium:

Term Bonds Maturing on August 1, 2010

<u>Year</u>	<u>Principal Amount</u>
2005	\$230,000
2006	230,000
2007	240,000
2008	245,000
2009	255,000
*2010	265,000

*Final Maturity

Term Bonds Maturing on August 1, 2014

<u>Year</u>	<u>Principal Amount</u>
2011	\$275,000
2012	285,000
2013	300,000
*2014	315,000
<hr/>	
*Final Maturity	

Term Bonds Maturing on August 1, 2016

<u>Year</u>	<u>Principal Amount</u>
2015	\$325,000
*2016	345,000

*Final Maturity

Term Bonds Maturing on August 1, 2024

<u>Year</u>	<u>Principal Amount</u>
2017	\$360,000
2018	380,000
2019	395,000
2020	415,000
2021	435,000
2022	460,000
2023	480,000
*2024	505,000

*Final Maturity

The Trustee shall, in each year in which Term Bonds are to be redeemed pursuant to the terms of this subsection (a), make timely selection of such Term Bonds or portions thereof to be so redeemed in \$5,000 units of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof as provided in **Section 304** of this Article without further instructions from the County or the Board of Trustees. At the option of the Board of Trustees, to be exercised on or before the 45th day next preceding each mandatory redemption date, the Board of Trustees may (1) deliver to the Trustee for cancellation Term Bonds in the aggregate principal amount desired; or (2) furnish to the Trustee funds, together with appropriate written instructions, for the purpose of purchasing any of said Term Bonds from any Owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes to such extent as may be practical; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection (a) for any Term Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection (a)) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection (a). Each Term Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation of the County to redeem Term Bonds of the same maturity on the next mandatory redemption date applicable to Term Bonds of such maturity that is at least **45** days after receipt by the Trustee of such instructions from the Board of Trustees, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same maturity in chronological order or such other order as the Board of Trustees may designate, and the principal amount

of Term Bonds of the same maturity to be redeemed by operation of the requirements of this subsection (a) shall be reduced accordingly. If the Board of Trustees intends to exercise the option granted by the provisions of clauses (1), (2) or (3) of this subsection, the Board of Trustees will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee an Officer's Certificate signed by the Board Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and in the event that option (1) is selected by the Board of Trustees, such Officer's Certificate shall be accompanied by the such Term Bond certificates.

(b) Optional Redemption. The Series 2004 Bonds maturing in the year 2016 and thereafter shall be subject to redemption and payment prior to maturity, at the option of the County, which shall be exercised upon instructions from the Board of Trustees, in whole or in part on and after August 1, 2014, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

(c) Extraordinary Optional Redemption. The Series 2004 Bonds shall be subject to redemption and payment prior to the stated maturity thereof, at the option of the County, which shall be exercised upon instructions from the Board of Trustees (given within 120 days of the applicable event), in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:

(1) the Hospital shall have been damaged or destroyed to such extent that in the determination of the Board of Trustees (A) the Hospital cannot be reasonably restored within a period of six months to the condition thereof immediately preceding such damage or destruction, or (B) the Board of Trustees is thereby prevented from carrying on its normal operations of the Hospital for a period of six months, or (C) the cost of restoration thereof would exceed the net proceeds of insurance carried thereon, plus the amounts for which the Board of Trustees is self-insured with respect to deductible amounts, provided that if the conditions described in (C) exist and neither of the conditions described in (A) or (B) exist, redemption under this subsection (1) shall be limited to the amount of insurance proceeds; or

(2) title to, or the temporary use of, the Hospital or any portion thereof shall have been condemned or taken by any authority exercising the power of eminent domain for any public or quasi-public use and the Board of Trustees is thereby prevented from carrying on its normal operations of the Hospital for a period of six months; or

(3) as a result of any changes in the Constitution of Missouri or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Board of Trustees in good faith, this Indenture shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Indenture.

ARTICLE IV

FUNDS AND ACCOUNTS; APPLICATION OF MONEYS

Section 401. Ratification and Creation of Funds and Accounts.

(a) There have heretofore been created and established by the Board of Trustees separate funds and accounts designated as follows: (i) Hospital Maintenance Fund (the "**Hospital Maintenance Fund**") and (ii) Hospital Operation and Maintenance Account (the "**Operation and Maintenance Account**"). These funds and accounts shall be held in the custody of the Board of Trustees and shall be maintained and administered by the Treasurer of the Board of Trustees in accordance with the Act and this Indenture so long as any of the Bonds remain Outstanding and unpaid (unless provisions shall have been made for the payment in full of the principal of and interest on the Bonds as provided in **Article XI** hereof).

(b) There are hereby ratified or created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the County and the Board of Trustees to be designated as follows:

(1) "Boone Hospital Center 2004 Project Fund" (herein called the "**2004 Project Fund**"), and within such fund the "Costs of Issuance Account" and the "Project Account."

(2) "Boone Hospital Center Debt Service Fund" (herein called the "**Debt Service Fund**").

(3) "Boone Hospital Center Debt Service Reserve Fund" (herein called the "**Debt Service Reserve Fund**").

(4) "Boone Hospital Center Rebate Fund" (herein called the "**Rebate Fund**").

The funds and accounts established pursuant to this subsection (b) shall be maintained and administered by the Trustee in accordance with the provisions of the Indenture, and the Trustee shall have no responsibility or liability with respect to the maintenance or administration of the funds and accounts held by the Treasurer of the Board of Trustees.

Section 402. Disposition of Bond Proceeds. The County, for and on behalf of the Board of Trustees, shall deposit with the Trustee all of the net proceeds of the Series 2004 Bonds, including accrued interest, if any, and the Trustee shall deposit and apply such proceeds, together with other moneys deposited with the Trustee, as follows:

(a) Deposit to the credit of the Costs of Issuance Account, from the proceeds of the Series 2004 Bonds, the sum of \$75,300.97.

(b) Deposit to the credit of the Debt Service Reserve Fund, from the proceeds of the Series 2004 Bonds, the sum of \$534,093.76.

(c) Deposit to the credit of the Project Account, from the proceeds of the Series 2004 Bonds, \$6,002,741.59, the balance of the proceeds of the Series 2004 Bonds.

Section 403. Project Fund. Moneys in the Costs of Issuance Account in the 2004 Project Fund shall be used solely for the purpose of paying Costs of Issuance, as provided in this Section.

The Trustee shall pay out of the Costs of Issuance Account upon completed written disbursement requests of the Board of Trustees, in substantially the form of **Exhibit B** hereto, signed by the Board Representative, amounts equal to the amount of Costs of Issuance certified in such written requests to be paid or reimbursed; provided, however, that Costs of Issuance paid from bond proceeds deposited in the Costs of Issuance Account shall not exceed, together with other Bond proceeds spent on Costs of Issuance, 2% of the principal amount of the Bonds. At such time as the Trustee is furnished with an Officer's Certificate stating that all Costs of Issuance have been paid, and in any case not later than six months from the date of original issuance of the Bonds, the Trustee shall transfer any moneys remaining in the Costs of Issuance Account to the Project Account of the Project Fund.

Moneys in the Project Account in the 2004 Project Fund shall be used for the purpose of paying Costs of the 2004 Project, as provided in this Section and in accordance with the plans and specifications therefor, including any alterations in or amendments to said plans and specifications deemed advisable by the Board of Trustees.

The Trustee shall disburse moneys on deposit in the Project Account from time to time to pay or as reimbursement for payment made for the Costs of the 2004 Project (other than Costs of Issuance), in each case within three Business Days after receipt by the Trustee of completed written disbursement requests of the Board of Trustees in substantially the form of **Exhibit C** hereto, signed by the Board Representative. In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent inspection or investigation in connection therewith. If the County so requests, a copy of each written disbursement request submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the County. The Trustee shall keep and maintain adequate records pertaining to the Project Account and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Account with the Board of Trustees.

The Board of Trustees shall deliver to the Trustee, within 90 days after completion of the 2004 Project, an Officer's Certificate, as follows:

- (a) stating that the 2004 Project has been fully completed substantially in accordance with the plans and specifications for the 2004 Project, as then amended, and the date of completion of the 2004 Project; and
- (b) stating that the Costs of the 2004 Project have been fully paid for and no claim or claims exist against the County or the Board of Trustees or against the Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Board of Trustees intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, that it shall be stated that moneys are on deposit in the Project Account or are available through enumerated bank loans (including letters of credit) or other sources sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section and after receipt by the Trustee of the Officer's Certificate required by this Section, there shall remain any moneys in the Project Account, such moneys shall be deposited in the Debt Service Fund and applied to redeem Series 2004 Bonds at the earliest permissible date under the Indenture.

If an event of default specified in the Indenture has occurred and is continuing and the Bonds have been declared due and payable pursuant to the Indenture, any balance remaining in the Project Account, other than amounts required to be transferred to the Rebate Fund pursuant to the Indenture, shall, without further authorization be deposited in the Debt Service Fund by the Trustee with advice to the Board of Trustees and to the County of such action.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Effect of Supplemental Indenture. The provisions of the Original Indenture, including without limitation the representations, warranties and covenants, governing law and the rules of construction included therein, are hereby ratified and confirmed as modified and amended in accordance herewith, and the rights, duties and obligations under the Indenture of the Trustee and the Bondowners shall hereafter be determined, exercised and enforced under the Indenture subject in all respects to such modification and amendment, and all the terms and conditions of this Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

IN WITNESS WHEREOF, the County and the Board of Trustees have caused these presents to be signed in their name and behalf and attested by their duly authorized officers, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf and attested by its duly authorized officers, all as of the day and year first above written.

BOONE COUNTY, MISSOURI

By: _____
Title: Presiding Commissioner

ATTEST:

Title: County Clerk

**BOARD OF TRUSTEES OF BOONE
COUNTY HOSPITAL**

By: _____
Title: Chairperson

UMB BANK, n.a., as Trustee

By: _____
Title: Authorized Signatory

EXHIBIT A

TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

(FORM OF SERIES 2004 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-___

Registered
\$_____

BOONE COUNTY, MISSOURI

**HOSPITAL REVENUE BOND
(BOONE HOSPITAL CENTER)
SERIES 2004**

Interest Rate
___%

Maturity Date
August 1, ___

Dated Date

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri (herein called the "County"), for value received, promises to pay, but solely from the sources hereinafter specified to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate per annum specified above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1

and August 1 in each year beginning on February 1, 2005 (each an Interest Payment Date), until said Principal Amount is paid.

The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable to the Registered Owner at the maturity or redemption date hereof by check or draft upon presentation and surrender of this Bond at the principal payment office of **UMB BANK, n.a.**, in Kansas City, Missouri, as trustee (the "Trustee") or of any Paying Agent named in the Bonds. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the registration books of the County (the "Bond Register") maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month preceding such Interest Payment Date and shall be paid (1) by check or draft of the Trustee mailed to such Registered Owner at his address as it appears on such Bond Register, or (2) at the written request addressed to the Trustee by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer to the bank for credit to the account number filed with the Trustee no later than the business day preceding the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

This Bond is one of a duly authorized series of bonds of the County designated "Hospital Revenue Bonds (Boone Hospital Center), Series 2004," in the aggregate principal amount of \$6,740,000 (herein called the "Series 2004 Bonds"), issued pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, and pursuant to proceedings duly had by the County Commission and the Board of Trustees of Boone County Hospital (the "Board of Trustees") which owns and operates Boone Hospital Center and related facilities (the "Hospital Facilities") on behalf of the County, for the purposes described in the Indenture.

The Series 2004 Bonds are issued under and are equally and ratably secured and entitled to the protection given by an Indenture of Trust, dated as of December 1, 2002, as amended and supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2004 (said Indenture of Trust, as heretofore amended and supplemented and as further amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), among the County, the Board of Trustees and the Trustee. The Bonds are on a parity with \$29,470,000 principal amount of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002 (the "Series 2002 Bonds"), currently outstanding in the principal amount of \$26,305,000. Subject to the terms and conditions set forth therein, the Indenture permits the County to issue other Additional Bonds secured by the Indenture on a parity with the Series 2004 Bonds (the Series 2002 Bonds and the Series 2004 Bonds together with such Additional Bonds being herein collectively referred to as the "Bonds"). Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the County, the Board of Trustees, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Indenture.

The Term Bonds shall be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on August 1 in each year in the principal amounts specified in the Indenture plus accrued interest thereon to the redemption date, without premium. Series 2004 Bonds to be so redeemed shall be selected by the Trustee in such equitable manner as it may determine.

The Series 2004 Bonds maturing in the year 2016 and thereafter are subject to optional redemption and payment prior to maturity at the option of the County, which shall be exercised upon instructions from the Board of Trustees, in whole or in part on and after August 1, 2014, from the maturity or maturities selected by the Board of Trustees (Series 2004 Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it may determine), at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

The Series 2004 Bonds are subject to extraordinary optional redemption and payment prior to the stated maturity thereof in whole or in part at any time, at the option of the County, which shall be exercised upon instructions from the Board of Trustees, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and without premium, upon the occurrence of certain extraordinary events or circumstances as described in the Indenture.

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

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond is transferable, as provided in the Indenture, only upon the Bond Register at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Series 2004 Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The County, the Trustee and any paying agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Series 2004 Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, the Registered Owner of this Bond may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of Series 2004 Bonds in any denomination authorized by the Indenture.

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

The Bonds are special limited obligations of the County payable solely from, and secured as to the payment of principal, premium, if any, and interest by a pledge of, the net income and revenues derived by the Board of Trustees from the operation of the Hospital Facilities, including all rentals received under the Lease, after providing for costs of operation and maintenance thereof, and from all other income made available to the County and the Board of Trustees with respect to the Hospital Facilities, other than from proceeds of taxation, including all operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, as provided in the Indenture. Neither the general credit nor the taxing power of the County is pledged to the payment of the Bonds either as to principal, premium, if any, or interest. The Bonds shall not be or constitute a general obligation of the County, nor shall they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction. Under the conditions set forth in the Indenture, the County and the Board of Trustees have the right to (i) issue additional parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds, and (ii) issue additional bonds which are junior and subordinate to the Bonds; provided, however, that such additional bonds and other obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Indenture.

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

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

IN WITNESS WHEREOF, BOONE COUNTY, MISSOURI has caused this Bond to be executed in its name by the manual or facsimile signature of the Presiding Commissioner and attested by the manual or facsimile signature of the County Clerk and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

CERTIFICATE OF AUTHENTICATION

BOONE COUNTY, MISSOURI

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

Date of Authentication: _____

By: _____

Title: Presiding Commissioner

UMB BANK, n.a., Trustee

[SEAL]

ATTEST:

By: _____

Title: Authorized Signature

By: _____

Title: County Clerk

ASSIGNMENT

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

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

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

Attorney

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

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

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

By: _____

Title: _____

LEGAL OPINION

The following is a true and correct copy of the legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, on the within Bond and the series of which said Bond is a part, which opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds.

GILMORE & BELL, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(Opinion of Bond Counsel)

EXHIBIT B

TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

DISBURSEMENT REQUEST

(COSTS OF ISSUANCE ACCOUNT)

To: UMB BANK, n.a.
Kansas City, Missouri,
as Trustee

Requisition No: _____

Date: _____

Re: \$6,740,000 Boone County, Missouri Hospital Revenue Bonds (Boone Hospital Center), Series 2004

You are hereby authorized and directed as Trustee under the Indenture of Trust dated as of December 1, 2002, as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Indenture"), among Boone County, Missouri, the Board of Trustees and you, as Trustee, to pay the following items from moneys in the Costs of Issuance Account pursuant to the Indenture:

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
--------------	---------------	--------------------

The amount of this requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper issuance cost incurred in connection with the issuance of the above-referenced Bonds.

**BOARD OF TRUSTEES OF BOONE COUNTY
HOSPITAL**

By: _____

Title: Board Representative

EXHIBIT C

TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

DISBURSEMENT REQUEST

(PROJECT ACCOUNT)

To: UMB BANK, n.a.
Kansas City, Missouri,
as Trustee

Requisition No: _____

Date: _____

Re: \$6,740,000 Boone County, Missouri Hospital Revenue Bonds (Boone Hospital Center), Series 2004

You are hereby authorized and directed as Trustee under the Indenture of Trust dated as of December 1, 2002, as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "Indenture"), among Boone County, Missouri, the Board of Trustees and you, as Trustee, to pay the following items from moneys in the Project Account pursuant to the Indenture:

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
--------------	---------------	--------------------

The undersigned hereby states and certifies as follows:

(i) The amounts requested are or were necessary and appropriate in connection with the purchase, construction, furnishing, equipping, acquisition or improvement of the 2004 Project, have been properly incurred and are a proper charge against the Project Account held under the Indenture, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Account;

(ii) As of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the 2004 Project or any part thereof;

(iii) All necessary mechanics', vendors', materialmen's or laborers' waivers have been obtained;

(iv) No part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Account in any previous or pending application for payment therefrom; and

(v) To the best of the undersigned's knowledge, no defaults or Events of Default have occurred and are continuing under the Indenture.

**BOARD OF TRUSTEES OF BOONE COUNTY
HOSPITAL**

By: _____
Title: Board Representative