

**BOND PURCHASE CONTRACT**

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**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
HEALTH SYSTEM REVENUE BONDS, SERIES 2016A  
(NORTON HEALTHCARE, INC.)**

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**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
HEALTH SYSTEM REVENUE BONDS, SERIES 2016A  
(NORTON HEALTHCARE, INC.)**

**BOND PURCHASE CONTRACT**

June \_\_, 2016

Louisville/Jefferson County Metro Government  
527 West Jefferson Street  
Louisville, Kentucky 40202

Ladies and Gentlemen:

J.P. Morgan Securities LLC and Citigroup Global Markets Inc. (together, the “*Underwriters*”), offer to enter into this Bond Purchase Contract, including the Letter of Representation attached hereto as Exhibit A (the “*Letter of Representation*”), being herein called the “Bond Purchase Contract,” with the Louisville/Jefferson County Metro Government (the “*Issuer*”) with the approval of Norton Healthcare, Inc. (the “*Corporation*”) and Norton Hospitals, Inc. (“*Norton Hospitals*”), which, upon acceptance, will be binding upon the Issuer and the Underwriters. This offer is made subject to the Issuer’s acceptance on or before 11:59 p.m., Louisville, Kentucky time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer by the Underwriters at any time prior to acceptance.

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

**1. Purchase, Sale and Delivery of the Bonds.**

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and in the Letter of Representation, dated the date hereof, executed and delivered contemporaneously herewith by the Corporation, [on its own behalf and on behalf of the Obligated Group Members (as hereinafter defined) as Obligated Group Representative,] and Norton Hospitals and attached hereto as Exhibit A, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the \$ \_\_\_\_\_ aggregate principal amount of the Issuer’s Health System Revenue Bonds, Series 2016A (Norton Healthcare, Inc.) (the “*Bonds*”), identified on Exhibit B hereto. The aggregate purchase price for the Bonds shall be \$ \_\_\_\_\_, consisting of the par amount of the Bonds of \$ \_\_\_\_\_ [plus/minus] a net original [discount/premium] of \$ \_\_\_\_\_. [The Corporation and Norton Hospitals have agreed in the Letter of Representation to pay to the Underwriters on the Closing Date an underwriting fee of \$ \_\_\_\_\_.]

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, that certain Trust Indenture dated as of [July] 1, 2016 (the “**Trust Indenture**”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the “**Trustee**”). The Bonds shall be limited obligations of the Issuer payable solely from Loan Repayments (as that term is defined in the Trust Indenture) made by the Corporation and Norton Hospitals under that certain Loan Agreement dated as of [July] 1, 2016 (the “**Loan Agreement**”) by and among the Issuer, the Corporation and Norton Hospitals, from payments made on the Series 2016A Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Trust Indenture (including certain proceeds of the sale of the Bonds). The Bonds will be further secured by an assignment of the right, title and interest of the Issuer in the Loan Agreement and in the Series 2016A Obligation, to the extent and as more particularly described in the Trust Indenture.

The proceeds from the sale of the Bonds will be loaned to the Corporation and Norton Hospitals pursuant to the Loan Agreement and will be used, together with other available funds, to (i) finance or reimburse the Obligated Group Members for the cost of various projects consisting of the acquisition, construction, renovation, remodeling, furnishing and equipping of the health care and related facilities of the Obligated Group Members, and (ii) refund all of the Series 2006 Bonds (as described in the Official Statement, as hereinafter described). A portion of those proceeds, together with other available funds, to be used to refund the Series 2006 Bonds will be held pursuant to an Escrow Agreement, dated the hereinafter defined Closing Date (the “**Escrow Agreement**”) made and executed by the Obligated Group and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**Escrow Agent**”), until the redemption date of the Series 2006 Bonds.

The Obligated Group will issue its Norton Healthcare, Inc. and Norton Hospitals, Inc. Series 2016A Master Obligation (the “**Series 2016A Obligation**”) to evidence the obligation of the Obligated Group to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds pursuant to the Supplemental Master Trust Indenture No. 18 to the Master Indenture, dated as of [July] 1, 2016 (the “**Supplemental Indenture No. 18**”), by and between the Obligated Group and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One, Kentucky, NA, as master trustee (the “**Master Trustee**”), supplementing the Amended and Restated Master Trust Indenture dated as of September 15, 1997, as previously supplemented and amended (the “**Master Indenture**”), among the Corporation and such other Members as may join the obligated group as defined therein (the “**Obligated Group**”) and the Master Trustee.

The Obligated Group has previously entered into a Security Agreement dated as of September 1, 2000, as supplemented and amended (the “**Security Agreement**”), by and between the Obligated Group and the Master Trustee, granting a security interest in certain receivables of the Obligated Group to secure the payment of obligations issued under the Master Indenture. The Obligated Group will enter into a Ninth Amendment to Security Agreement dated as of [July] 1, 2016 (the “**Amendment to Security Agreement**”) to secure the payment of: the Series 2016A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement dated as of [July] 1, 2016 (the “**Disclosure Agreement**”), by and between the Obligated Group Members and Digital Assurance Certification, L.L.C., to provide certain annual financial information and operating data, certain quarterly financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Official Statement, as hereinafter described.

(b) The Corporation will deliver or cause to be delivered to the Underwriters copies of the Official Statement dated June \_\_, 2016 (as amended or supplemented from time to time as provided herein, the “**Official Statement**”), substantially in the form of the Preliminary Official Statement dated June \_\_, 2016 (the “**Preliminary Official Statement**”), with only such changes therein as have been accepted by the Underwriters, signed on behalf of the Issuer by the Mayor of the Issuer and approved by the Corporation by its Authorized Officer (or such other officer as is acceptable to the Underwriters) and Norton Hospitals by its Authorized Officer (or such other officer as is acceptable to the Underwriters). Such Official Statement shall be delivered in sufficient quantity as may reasonably be requested by the Underwriters in order to comply with Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (“**MSRB**”) within seven business days of the date hereof and, in the event the Closing Date is less than seven business days after the date hereof, upon request of the Underwriters, in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters. The Issuer has deemed the information contained in the Official Statement regarding the Issuer under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” to be final as of its date. The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement, and hereby authorizes the Underwriters to use the and distribute the Official Statement and drafts of the Master Indenture, the Trust Indenture and the Loan Agreement in connection with the offer and sale of the Bonds.

(c) No later than 1:00 p.m., New York City time, on July \_\_, 2016, or at such earlier or later time or date as shall be agreed by the Issuer and the Underwriters (such time and date being herein referred to as the “**Closing Date**”), the Issuer will deliver to or upon the order of The Depository Trust Company (“**DTC**”) in New York, New York, for the account of the Underwriters (or such other location as may be designated by the Underwriters and approved by the Issuer), the Bonds in the form of a separate, single, fully registered Bond (which may be typewritten) for each maturity of the Bonds bearing interest at the same rate (all of the Bonds bearing CUSIP numbers), duly executed by the Issuer and authenticated by the Trustee, and will deliver to the Underwriters at the offices of [Squire Patton Boggs US LLP in San Francisco, California], or such other location as shall be agreed to by the Issuer and the Underwriters, the other documents herein mentioned. The Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section by certified or official bank check payable in, or wire transfer of, immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Contract.

(d) On or prior to the date hereof, the Underwriters shall have received (i) the executed Letter of Representation, (ii) from Ernst & Young LLP (*E&Y*), an executed copy of its agreed upon procedures and (iii) from E&Y, its consent to the inclusion of its audit report on the financial statements of the Corporation and its affiliates in the Preliminary Official Statement and to the references to its name in the Preliminary Official Statement.

**2. Representations, Warranties and Agreements of the Issuer.**

The Issuer represents and warrants to and agrees with the Underwriters, the Corporation and Norton Hospitals as follows:

(a) The Issuer is and will be at the Closing Date a consolidated local government and political subdivision of the Commonwealth of Kentucky (the “*Commonwealth*”) and as such is authorized under the Industrial Buildings for Cities and Counties Act, as amended, KRS 103.200 to 103.285 (the “*Act*”) to issue the Bonds and to execute this Bond Purchase Contract, the Trust Indenture and the Loan Agreement.

(b) When delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Bond Purchase Contract, the Bonds will have been duly authorized, executed, issued and delivered, and will constitute valid and binding limited obligations of the Issuer in conformity with, and entitled to the benefit and security of, the Trust Indenture (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the Issuer from time to time in effect and further subject to the availability of equitable remedies).

(c) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has consented to the distribution of the Preliminary Official Statement and the Official Statement and authorized and approved the execution and delivery of and the performance by the Issuer of, the obligations on its part contained in the Bonds, the Loan Agreement, the Trust Indenture, the Escrow Agreement and this Bond Purchase Contract and the consummation by the Issuer of all other transactions contemplated by the Official Statement and this Bond Purchase Contract.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, known to the Issuer to be pending or threatened against the Issuer seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting any proceedings of the Issuer taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Bonds, the Trust Indenture, the Loan Agreement or this Bond Purchase Contract or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, as amended or supplemented, or the existence or powers of the Issuer relating to the issuance of the Bonds or any of the transactions contemplated by the Official Statement or this Bond Purchase Contract.

(e) As of the date thereof, and except as corrected in the Official Statement, the statements and information contained in the Preliminary Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Further, as of the date thereof and both at the time of acceptance hereof by the Issuer and at the Closing Date, the statements and information contained in the Official Statement relating to the Issuer and its functions, duties and responsibilities under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

(g) If, between the date of this Bond Purchase Contract and up to and including the 25th day following the end of the Underwriting Period (as such term is defined in Rule 15c2-12 of the Securities and Exchange Commission), an event occurs, of which the Issuer has knowledge, which might or would cause the information relating to the Issuer and its functions, duties and responsibilities contained in the Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer,” as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein not misleading in the light of the circumstances under which it was presented or if the Issuer is notified by the Corporation pursuant to Section 22 of the Letter of Representation, or otherwise requested to amend, supplement or otherwise change the Official Statement, the Issuer will notify the Underwriters and the Corporation. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will amend or supplement the Official Statement in a form and in a manner approved by the Underwriters, provided all expenses thereby incurred will be paid by the Corporation pursuant to Section 23 of the Letter of Representation.

(h) The execution and delivery of the Bonds, the Loan Agreement, the Trust Indenture and this Bond Purchase Contract, and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any

of the properties or assets of the Issuer under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Indenture and the Loan Agreement.

(i) The execution and delivery of this Bond Purchase Contract by the Issuer shall constitute a representation by the Issuer to the Underwriters that the representations and agreements contained in this Section 2 are true as of the date hereof; and as to all matters of law the Issuer is relying on the advice of counsel to the Issuer; and provided further that no elected official, officer or employee of the Issuer shall be individually liable for the breach of any representation, warranty or agreement contained herein.

### **3. Conditions to Obligations of the Underwriters.**

The obligation of the Underwriters to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations, warranties and agreements on the part of the Issuer contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Issuer made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions.

(a) At the Closing Date, the Master Indenture and the Security Agreement shall be in full force and effect, and the Supplemental Indenture No. 18, the Series 2016A Obligation, the Trust Indenture, the Official Statement, the Loan Agreement, the Amendment to Security Agreement, the Escrow Agreement and the Disclosure Agreement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in writing by the Underwriters and the Issuer, and said agreements shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriters, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Contract all such actions as, in the opinion of Squire Patton Boggs (US) LLP, bond counsel ("**Bond Counsel**") and [Michael J. O'Connell, Jefferson County Attorney], as counsel to the Issuer ("**Issuer Counsel**"), shall be necessary and appropriate.

(b) At the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriters.

(c) At the time of Closing, there shall not have occurred any change or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings or operations of the Obligated Group from that set forth in the Official Statement that in the reasonable judgment of the Underwriters, is material and adverse and that makes it, in the reasonable judgment of the Underwriters, impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement.

(d) Between the date hereof to and including the Closing Date, the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the sole and reasonable judgment of the Underwriters (evidenced by a written notice to the Issuer and the Corporation, as Obligated Group Representative, terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds), by reason of any of the following (each a “*Termination Event*”):

(1) legislation is introduced in, enacted by, reported out of committee, or recommended for passage by the Commonwealth, either House of the United States Congress, or recommended to the United States Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, a member of the President’s Cabinet, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Internal Revenue Code of 1986, as amended (the “*Code*”) (which, if enacted, would be applicable to the Bonds) is filed in either House of the United States Congress, or a decision by a court of competent jurisdiction shall be rendered, or a ruling, resolution, regulation, temporary regulation, release, announcement or filing shall be made or proposed to be made by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other federal or state authority with appropriate jurisdiction, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds; or

(2) an order, decree or injunction of any court of competent jurisdiction or a stop order, release, regulation, proposed regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds, including the underlying obligations as contemplated by this Bond Purchase Contract or by the Official Statement, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended (the “*Securities Act*”), the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) or the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”); or

(3) legislation is introduced in or enacted (or a resolution is passed) by the United States Congress or an order, decree, or injunction is issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice is issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental

agency having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, including any or all underlying arrangements, or any comparable securities of the Issuer, are not exempt from registration under, or are subject to other requirements (to which, in the judgment of the Underwriters, they are not subject at present) of the Securities Act, or that the Trust Indenture or Master Indenture are not exempt from qualification under, or are subject to other requirements of, the Trust Indenture Act, or (ii) the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect; or

(4) the occurrence of (i) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national or international emergency or war, or (ii) any other national or international emergency or calamity or crisis, in the financial markets of the United States or elsewhere, relating to the effective operation of the government of the United States or the effective operation of the financial community in the United States or elsewhere, or (iii) the downgrade by any major U.S. credit rating agency of the sovereign debt rating of the United States or the occurrence of a payment default on United States Treasury obligations; or

(5) the occurrence of a general suspension of trading, minimum or maximum prices for trading have been fixed and are in force or maximum ranges or prices for securities are required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission, any other governmental agency, the Congress of the United States or any national securities exchange, or by Executive Order, has: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers so as to make it, in the judgment of the Underwriters, impractical or inadvisable to proceed with the offering and closing of the Bonds as contemplated in the Official Statement; or

(6) a general banking moratorium shall have been declared by federal or New York or Commonwealth state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement, payment or clearance services shall have occurred such as to make it, in the judgment of the Underwriters, impractical or inadvisable to proceed with the offering and closing of the Bonds as contemplated in the Official Statement; or

(7) (i) a withdrawal, downgrading or suspension of any rating (without regard to credit enhancement) by S&P Global Ratings, a Standard & Poor's Financial Services LLC business, which is a subsidiary of The McGraw-Hill Companies, Inc. ("**S&P**") or Fitch Ratings, Inc. ("**Fitch**") of any unenhanced debt

securities issued for the benefit of the Obligated Group below the ratings in effect on the date hereof, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on “credit watch” or “negative outlook” or any similar qualification) of any rating by S&P or Fitch of any unenhanced debt securities issued for the benefit of the Obligated Group, including the Bonds; or

(8) any event or circumstance shall exist that either makes untrue or incorrect in any material respect, as of the time of such event or circumstance, any statement or information contained in the Official Statement (other than any statement provided by the Underwriters) or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriters, to materially adversely affect the market or marketability of the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Bonds.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriters, all obligations of the Issuer and the Underwriters under this Agreement shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 5 hereof.

(e) At or prior to the Closing Date, the Underwriters and the Issuer shall have received executed or, as noted below, conformed copies of the following documents, in each case satisfactory in form and substance to the Underwriters and the Issuer:

(1) The Master Indenture (conformed copy), the Series 2016A Obligation (specimen copy), the Security Agreement (specimen copy), the Supplemental Indenture No. 18, the Trust Indenture, the Loan Agreement, the Amendment to Security Agreement, the Escrow Agreement and the Disclosure Agreement, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to in writing by the Underwriters;

(2) The unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer, in substantially the form attached as Appendix E to the Official Statement, together with a reliance letter addressed to the Underwriters and a supplemental opinion of Bond Counsel in a form acceptable to the Underwriters, dated the Closing Date and addressed to the Underwriters, to the effect that:

(i) the Bonds are not subject to the registration requirements of the Securities Act and the Trust Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act;

(ii) this Bond Purchase Contract has been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Underwriters and approval by the Corporation and Norton Hospitals, is a valid and binding agreement of the Issuer, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(iii) the statements contained in the Preliminary Official Statement and the Official Statement under the captions [“THE BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “TAX MATTERS” and “APPENDIX C – Summary of Principal Documents,”] insofar as such statements expressly summarize certain provisions of the Bonds, the Master Indenture, the Series 2016A Obligation, the Trust Indenture, the Loan Agreement, the Supplemental Indenture No. 18, the Security Agreement, the Amendment to Security Agreement, the Escrow Agreement or the opinion of Bond Counsel concerning certain tax matters relating to the Bonds, are accurate in all material respects;

(iv) except as to the possible application of state securities laws, as to which no opinion is expressed, no authorization, declaration, approval, consent or other order of any governmental authority or agency is required to be obtained by the Issuer that has not been obtained for the valid authorization, execution, issuance and sale of the Bonds by the Issuer and the valid authorization, execution and delivery of the Trust Indenture, the Loan Agreement and the Bond Purchase Contract by the Issuer;

(v) the Trust Indenture creates a valid assignment of the Issuer's right, title and interest (i) in and to the Loan Agreement, subject to the reservation of certain rights of the Issuer, including the rights to notices, payment of certain expenses and indemnity, and (ii) in the Series 2016A Obligation to the Trustee for the benefit of the holders of the Bonds, subject to the qualification that the enforcement of the Trust Indenture, the Series 2016A Obligation and the Loan Agreement may be limited by laws relating to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases; and

(vi) nothing has come to our attention which would lead Bond Counsel to believe that the information under such headings or in such appendices contains an untrue statement of a material fact or that such information, taken collectively, omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of

the circumstances in which they were made, not misleading, in all of the foregoing cases insofar as such information summarizes the provisions of the Bonds, the Master Indenture, the Series 2016A Obligation, the Trust Indenture, the Loan Agreement, the Supplemental Indenture No. 18, the Security Agreement, the Amendment to Security Agreement and the Escrow Agreement.

(3) The opinion of Issuer Counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit C [**FORTHCOMING**];

(4) The opinion, dated the Closing Date and addressed to the Issuer, the Underwriters and the Corporation, of Foley & Lardner LLP, counsel to the Obligated Group, in substantially the form attached hereto as Exhibit D [**FORTHCOMING**];

(5) The opinion of Norton Rose Fulbright US LLP, counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters, in substantially the form attached hereto as Exhibit E;

(6) The opinion of counsel to the Trustee, the Master Trustee and the Escrow Agent satisfactory to the Issuer, the Corporation, the Corporation's counsel, the Underwriters and Underwriters' counsel;

(7) A certificate, dated the Closing Date and signed by an authorized official of the Issuer, to the effect that (a) to the best of such official's knowledge, no litigation is pending or threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of the Trust Estate (as defined in the Trust Indenture) pledged under the Trust Indenture; (ii) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Trust Indenture, the Loan Agreement or this Bond Purchase Contract; or (iii) in any way contesting the existence or powers of the Issuer; and (b) no event affecting the Issuer or its functions, duties and responsibilities has occurred since the date of the Official Statement that would cause as of the Closing Date any statement or information concerning the Issuer or its functions, duties and responsibilities contained in the Official Statement under the captions "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – The Issuer" to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made concerning the Issuer or its functions, duties and responsibilities contained under such caption not misleading in the light of the circumstances under which they were made;

(8) A certificate of the Senior Vice President and Chief Financial Officer of the Corporation, or such other officer as is acceptable to the Underwriters and the Issuer, dated the Closing Date, substantially in the form attached hereto as Exhibit F;

(9) A certificate or certificates of officers of the Corporation and Norton Hospitals as to compliance with the additional indebtedness tests under the Master Indenture relating to the issuance of the Series 2016A Obligation;

(10) Certified copies of the Ordinance of the Issuer authorizing the execution and delivery of the Trust Indenture, the Loan Agreement, the Bonds, this Bond Purchase Contract and the Official Statement;

(11) Copies of the Corporation's and Norton Hospitals' articles of incorporation certified as of a date not earlier than fifteen (15) days prior to the Closing Date by the Secretary of State of the Commonwealth; certificates of existence of each of the Corporation and Norton Hospitals of recent date certified by the Secretary of State of the Commonwealth; and certified copies of each of the Corporation's and Norton Hospitals' bylaws;

(12) Certified copies of the resolutions dated April 21, 2016 and [June 16, 2016] of the Board of Trustees of the Corporation and Norton Hospitals authorizing the execution and delivery of the Loan Agreement, the Supplemental Indenture No. 18, the Series 2016A Obligation, the Amendment to Security Agreement, the Escrow Agreement, the Disclosure Agreement and the Letter of Representation, approving this Bond Purchase Contract, the Trust Indenture and the Official Statement (and the distribution thereof) and approving the distribution and use of the Preliminary Official Statement;

(13) Evidence that each of the Corporation and Norton Hospitals has been determined to be an organization described in Section 501(c)(3) of the Code;

(14) Certificates of the Trustee, the Master Trustee and the Escrow Agent to the effect that they are in existence and good standing, are authorized to execute corporate trust powers, and have duly accepted and are authorized to perform their obligations under the Trust Indenture, the Master Indenture and the Escrow Agreement, respectively;

(15) A Tax Agreement in form satisfactory to Bond Counsel;

(16) Evidence that Fitch and S&P have each issued ratings for the Bonds which are not lower than their respective ratings set forth in the Official Statement and that such ratings are in effect at the date of Closing and are not then being reviewed;

(17) Two copies of the Official Statement executed as required by Section 1(b) hereof, together with evidence of the consent of E&Y to the inclusion of its audit report on the financial statements of the Corporation and its affiliates in the Official Statement and to the references to its name in the Official Statement;

(18) A letter from E&Y dating down the Procedures Letter to a date not earlier than five days prior to the Closing Date, in a form satisfactory to the Underwriters and their counsel;

(19) A properly completed and executed Form 8038 of the Internal Revenue Service relating to the Bonds;

(20) Evidence of acceptance by DTC of a letter of representations from the Authority addressed to DTC as securities depository for the Bonds; and

(21) Such additional corporate resolutions, legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, the Issuer or Bond Counsel may reasonably request to evidence compliance by the Issuer, the Corporation and Norton Hospitals with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer contained herein, of the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals contained in the Letter of Representation, and the due performance or satisfaction by the Issuer, the Corporation and Norton Hospitals at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer, the Corporation and Norton Hospitals.

If the Issuer shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Bond Purchase Contract or if the obligations of the Underwriters shall be terminated for any reason permitted herein, this Bond Purchase Contract shall terminate and neither the Underwriters nor the Issuer shall have any further obligation hereunder.

#### **4. Conditions to Obligations of the Issuer.**

The obligations of the Issuer to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the Issuer, to the performance by the Underwriters of their obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) The Supplemental Indenture No. 18, the Series 2016A Obligation, the Trust Indenture, the Loan Agreement, the Escrow Agreement, the Disclosure Agreement and this Bond Purchase Contract shall have been executed by the parties thereto;

(b) No order, decree, injunction, ruling or regulation of any court, regulatory agency, public board or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the offering, sale or issuance of the Bonds as contemplated hereby or by the Official Statement; and

(c) The documents contemplated by Section 3(e) (other than those required to be delivered by or on behalf of the Issuer) shall have been delivered in substantially the forms set forth herein or in form and substance satisfactory to Bond Counsel.

**5. Expenses/Fees.**

All reasonable fees and expenses of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters, including printing costs, fees and expenses of consultants, fees and expenses of rating agencies, fees and expenses of Bond Counsel, Issuer Counsel, Underwriters' Counsel (including fees in connection with qualification of the Bonds for sale under the Blue Sky or other securities laws and regulations of various jurisdictions and preparation and printing of a blue sky survey and legal investment memorandum) and counsel for the Obligated Group shall be paid by the Corporation. The Corporation shall pay for expenses incurred on behalf of the Obligated Group Members' employees which are incidental to implementing this Bond Purchase Contract, including but not limited to, meals, transportation, lodging and entertainment of those employees (some of which expenses may have been paid for by the Underwriters and included in the expense component of the underwriting discount). All fees and expenses to be paid by the Corporation pursuant to this Bond Purchase Contract may be paid from Bond proceeds to the extent permitted by the Trust Indenture and Tax Agreement.

**6. Notices.**

Any notice or other communication to be given to the Issuer under this Bond Purchase Contract may be given by delivering the same in writing at the Issuer's address as set forth above, and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to J.P. Morgan Securities LLC, 383 Madison Avenue, Floor 8, New York, New York 10179, Attention: Charles Lee. The approval of the Underwriters when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriters and delivered to you; provided, however, that by the Underwriters' acceptance of the Bonds and payment therefor at Closing, the conditions to closing set forth in this Bond Purchase Contract shall conclusively be deemed to have been satisfied.

**7. Governing Law.**

This Bond Purchase Contract shall be construed in accordance with and governed by the Constitution and the laws of the Commonwealth.

**8. Not a Fiduciary.**

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Contract is an arm's-length commercial transaction among the Issuer, the Corporation, Norton Hospitals and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, each Underwriter is and has been acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Exchange Act), agent, financial advisor to or fiduciary of the Issuer, the Corporation or Norton Hospitals, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the Issuer, the Corporation or Norton Hospitals with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether

any Underwriter, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the Issuer, the Corporation or Norton Hospitals on other matters), (iv) neither Underwriter has any obligation to the Issuer, the Corporation or Norton Hospitals with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract, (v) the Underwriters have financial and other interests that differ from those of the Issuer, the Corporation and Norton Hospitals and (vi) the Issuer, the Corporation and Norton Hospitals have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

**9. Miscellaneous.**

This Bond Purchase Contract is made solely for the benefit of the Issuer, the Corporation, Norton Hospitals and the Underwriters (including the successors or assigns of each), and no other person, partnership, limited liability company, association or corporation shall acquire or have any right hereunder or by virtue hereof.

**10. Waiver of Jury Trial.**

Each party hereto agrees not to elect a trial by jury of any issue triable of right by jury and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Bond Purchase Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

**11. Counterparts.**

This Bond Purchase Contract may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

**J.P. MORGAN SECURITIES LLC,**  
as Underwriter

By: \_\_\_\_\_  
Executive Director

**CITIGROUP GLOBAL MARKETS INC.,**  
as Underwriter

By: \_\_\_\_\_  
Director

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT**

By: \_\_\_\_\_  
Greg Fischer  
Mayor

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

By: \_\_\_\_\_

Approved:

**NORTON HEALTHCARE, INC.**

By: \_\_\_\_\_  
Michael W. Gough  
Senior Vice President and Chief Financial Officer

**NORTON HOSPITALS, INC.**

By: \_\_\_\_\_  
Michael W. Gough  
Senior Vice President and Chief Financial Officer

**EXHIBIT A TO  
BOND PURCHASE CONTRACT**

LETTER OF REPRESENTATION

June \_\_, 2016

Louisville/Jefferson County Metro Government  
527 West Jefferson Street  
Louisville, Kentucky 40202

J.P. Morgan Securities LLC  
383 Madison Ave., Floor 8  
New York, New York 10179

Citigroup Global Markets Inc.  
390 Greenwich Street  
2<sup>nd</sup> Floor  
New York, New York 10013

Ladies and Gentlemen:

The Louisville/Jefferson County Metro Government (the “*Issuer*”) proposes to enter into a Loan Agreement with Norton Healthcare, Inc. (the “*Corporation*”) and Norton Hospitals, Inc. (“*Norton Hospitals*”) dated as of [July] 1, 2016 (the “*Loan Agreement*”). Pursuant to a Bond Purchase Contract, dated the date hereof (the “*Bond Purchase Contract*”), between the Issuer and J.P. Morgan Securities LLC and Citigroup Global Markets Inc. (together, the “*Underwriters*”), which the Corporation and Norton Hospitals have approved, the Issuer proposes to sell the \$\_\_\_\_\_ aggregate principal amount of the Issuer’s Health System Revenue Bonds, Series 2016A (Norton Healthcare, Inc.) (the “*Bonds*”) identified on Exhibit B hereto. The offering of the Bonds is described in a Preliminary Official Statement dated July \_\_, 2016 (the “*Preliminary Official Statement*”) and in an Official Statement dated July \_\_, 2016 (the “*Official Statement*”).

The Bonds shall be issued and secured under the provisions of a Trust Indenture dated as of [July] 1, 2016 (the “*Trust Indenture*”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the “*Trustee*”). The Bonds shall be payable from payments made by the Corporation and Norton Hospitals under the Loan Agreement, from payments made on the Series 2016A Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Trust Indenture (including certain proceeds of the sale of the Bonds). The Bonds will be further secured by an assignment of the right, title and interest of the Issuer in the Loan Agreement and in the Series 2016A Obligation, to the extent and as more particularly described in the Trust Indenture. All terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Contract.

The proceeds from the sale of the Bonds will be loaned to the Corporation and Norton Hospitals pursuant to the Loan Agreement and will be used, together with other available funds, to (i) finance or reimburse the Obligated Group Members for the cost of various projects consisting of the acquisition, construction, renovation, remodeling, furnishing and equipping of the health care and related facilities of the Obligated Group Members, and (ii) refund all of the Series 2006 Bonds (as described in the Official Statement, as hereinafter described). Those proceeds, together with other available funds, to be used to refund the Series 2006 Bonds will be held pursuant to an Escrow Agreement, dated the hereinafter defined Closing Date (the “**Escrow Agreement**”) made and executed by the Obligated Group and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**Escrow Agent**”), until the redemption date of the Series 2006 Bonds.

[The Corporation and Norton Hospitals agree to pay to the Underwriters on the Closing Date an underwriting fee of \$\_\_\_\_\_.]

The Corporation and Norton Hospitals are presently each a party to an Amended and Restated Master Trust Indenture dated as of September 15, 1997, as previously supplemented and amended (the “**Master Indenture**”), by and among the Corporation, Norton Hospitals and such other Members as may join the obligated group defined therein (the “**Obligated Group**”) and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One, Kentucky, NA, as master trustee (the “**Master Trustee**”).

The Obligated Group will issue its Norton Healthcare, Inc. and Norton Hospitals, Inc. Series 2016A Master Obligation (the “**Series 2016A Obligation**”) to evidence and secure its obligation to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds pursuant to the Supplemental Master Trust Indenture No. 18 to the Master Indenture dated as of [July] 1, 2016 (the “**Supplemental Indenture No. 18**”), by and among the Obligated Group and the Master Trustee and supplementing the Master Indenture.

Pursuant to the terms of the Master Indenture and the Supplemental Indenture No. 18, each Member of the Obligated Group will be jointly and severally obligated to make payments on the Series 2016A Obligation according to the terms thereof when due. The Corporation and Norton Hospitals are presently the only Members of the Obligated Group.

The Obligated Group has previously entered into a Security Agreement dated as of September 1, 2000, as previously supplemented and amended (the “**Security Agreement**”), by and between the Obligated Group and the Master Trustee, granting a security interest in certain receivables of the Obligated Group to secure the payment of obligations issued under the Master Indenture. The Obligated Group will enter into a Ninth Amendment to Security Agreement dated as of [July] 1, 2016 (the “**Amendment to Security Agreement**”) to secure the payment of: the Series 2016A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement, dated as of [July] 1, 2016 (the “**Disclosure Agreement**”), by and between the Obligated Group Members and Digital Assurance Certification, L.L.C. to provide certain annual financial information and operating data, certain quarterly financial information and notices of the occurrence of certain events, if material.

In order to induce the Issuer and the Underwriters to enter into the Bond Purchase Contract and to make the sale and purchase and reoffering of the Bonds therein contemplated, the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals hereby represent, warrant and agree with each of you as follows:

1. Each of the Corporation and Norton Hospitals is a non-stock, nonprofit corporation, duly organized and existing under the laws of the Commonwealth.

2. The Corporation and/or Norton Hospitals has, and at the Closing Date will have, full legal right, power and authority to: (i) enter into and perform its obligations under the following documents (collectively, the “*Corporation Documents*”): this Letter of Representation, the Loan Agreement, the Supplemental Indenture No. 18, the Series 2016A Obligation, the Amendment to Security Agreement, the Escrow Agreement and the Disclosure Agreement, (ii) approve the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement and to carry out and consummate all transactions contemplated by the Bond Purchase Contract, the Trust Indenture, the Official Statement, the Master Indenture, the Security Agreement and the Corporation Documents, and by proper corporate action has duly authorized the execution and delivery of the Corporation Documents and the approval of the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement (including the distribution thereof).

3. The officers of the Corporation and/or Norton Hospitals executing the Corporation Documents, the Master Indenture and the Security Agreement and approving the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement (including the distribution thereof) are, or were when executed, fully authorized to execute and approve the same.

4. The Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement have been duly approved by the Corporation and/or Norton Hospitals; this Letter of Representation, the Master Indenture and the Security Agreement have been duly authorized, executed and delivered by the Corporation and/or Norton Hospitals; and the Corporation Documents have been duly authorized and, at the Closing, will have been duly executed and delivered by the Corporation and/or Norton Hospitals.

5. The Master Indenture, the Security Agreement and this Letter of Representation constitute, and the Corporation Documents will constitute, the legal, valid and binding agreements of the Corporation and Norton Hospitals, in each case enforceable against the Corporation and Norton Hospitals, in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors’ rights generally, including without limitation self-help remedies and applicable foreclosure procedures, and also limited by the application of equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and except as enforcement may be held to be against public policy.

6. Neither the Corporation nor Norton Hospitals is in any material way (i) in violation of any applicable law or administrative regulation of the Commonwealth of Kentucky

or the United States of America or any applicable judgment or decree, which violation would materially adversely affect the financial position or operations of the Obligated Group taken as a whole, or (ii) in default under any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation or Norton Hospitals is a party or is otherwise subject, which default would materially adversely affect the financial position or operations of the Obligated Group taken as a whole and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument which default would materially adversely affect the financial position or operations of the Obligated Group taken as a whole.

7. The execution and delivery of this Letter of Representation, the approval of the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement; at the Closing, the execution and delivery of the Corporation Documents; the consummation of the transactions contemplated herein and therein and in the Master Indenture and Security Agreement; and the fulfillment of or compliance with the terms and conditions hereof and thereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of either the Corporation or Norton Hospitals, its bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Corporation or Norton Hospitals is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation or Norton Hospitals, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Bond Purchase Contract, the Trust Indenture, the Master Indenture, the Security Agreement, the Corporation Documents or the Official Statement or the financial condition, assets, properties or operations of the Obligated Group taken as a whole.

8. No consent or approval of any trustee or holder of any indebtedness of the Corporation or Norton Hospitals, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except in connection with Blue Sky proceedings) is necessary in connection with the execution and delivery of this Letter of Representation; at the Closing, the execution and delivery of Corporation Documents; the approval of the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement or the Official Statement; or the consummation of any transaction therein or herein contemplated or contemplated in the Master Indenture or the Security Agreement, except as have been obtained or made and as are in full force and effect (or, with respect to the consummation of any transaction therein or herein contemplated, except as are expected to be obtained in due course).

9. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other government authority pending or, to the knowledge of the Corporation or Norton Hospitals, threatened against or affecting the Obligated Group or the assets, properties or operations of the Obligated Group which, if determined adversely to the Obligated Group or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Bond Purchase Contract, the Master Indenture, the Security Agreement, the

Corporation Documents or the Official Statement or upon the financial condition, assets, properties or operations of the Obligated Group taken as a whole. Neither the Corporation nor Norton Hospitals is in violation of any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which violation might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Bond Purchase Contract, the Master Indenture, the Security Agreement, the Corporation Documents and the Official Statement or the financial condition, assets, properties or operations of the Obligated Group taken as a whole.

10. Each of the Corporation and Norton Hospitals is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of the Corporation or Norton Hospitals inures to the benefit of any private shareholder or individual. Each of the Corporation and Norton Hospitals is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”), and is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated trade or business income subject to taxation under Section 511 of said Code.

11. The proceeds of the Bonds will not be used by an organization described in Section 501(c)(3) of the Code, including any Obligated Group Member, in an “unrelated trade or business” within the meaning of Section 513(a) of the Code, or by any other person, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of said Code.

12. Each of the Corporation and Norton Hospitals has all necessary power and authority to conduct the business now being conducted by it and the business contemplated by the Master Indenture, the Security Agreement, Official Statement and the Corporation Documents and has all necessary power and authority to enter into the respective documents mentioned above (or with respect to the Master Indenture and the Security Agreement to have entered) and to approve the Bond Purchase Contract, the Preliminary Official Statement and the Official Statement.

13. Each of the Corporation and Norton Hospitals has good and marketable fee simple or leasehold title to its Property (as defined in the Master Indenture), free and clear from all encumbrances other than those permitted under the Master Indenture.

14. Each of the Corporation and Norton Hospitals has all permits, licenses, accreditations and certifications, including, without limitation, licensing and certification of its Property (as defined in the Master Indenture), necessary to conduct its business as it is presently being conducted. No Certificate of Need or approval not already obtained is necessary in connection with the acquisition, construction, renovation, remodeling, furnishing and equipping of the health care and related facilities of the Obligated Group Members.

15. Each of the Corporation and Norton Hospitals is eligible under applicable statutes, regulations and administrative practices for payment under Medicare and Medicaid.

16. Each of the Corporation and Norton Hospitals is currently participating in the programs of Medicare and Medicaid, and there are in full force and effect agreements providing

for payments to the Corporation and Norton Hospitals with respect to patients enrolled in such programs.

17. Neither the Corporation nor Norton Hospitals has incurred any material liability, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Obligated Group since December 31, 2015, which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business.

18. Between the date hereof and the date of the Closing, neither the Corporation nor Norton Hospitals will, without the prior written consent of the Underwriters, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business.

19. Except for the Preliminary Official Statement, the Corporation and Norton Hospitals have not prepared any official statement for dissemination to potential purchasers of the Bonds prior to the availability of the Official Statement. As of the date thereof, and except as corrected in the Official Statement, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, that each of the Corporation and Norton Hospitals makes no representation or warranty as to the information contained in or omitted from the Official Statement in reliance upon and in conformity with information furnished in writing to each of the Corporation and Norton Hospitals by or on behalf of the Underwriters or the Issuer specifically for inclusion therein. The Corporation and Norton Hospitals each confirm that the Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission and represent and warrant that the Issuer and the Underwriters may rely on this representation.

20. The consolidated balance sheets of the Corporation and its consolidated affiliates (the “*System*”) as of December 31, 2015 and 2014, and the related consolidated statements of activities, statements of cash flow of the System for the fiscal years then ended including the notes thereto, included in Appendix B of the Official Statement, present fairly the financial position of the System as of such dates and the activities and cash flow for the fiscal years then ended, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects. The summary consolidated balance sheets of the System as of December 31, 2015, and 2014, and as of March 31, 2016, and the related summary consolidated statement of activities for the fiscal years ended December 31, 2015 and 2014 and the three-month periods ended March 31, 2016 and March 31, 2015, included in Appendix B to the Official Statement, present fairly the consolidated financial position of the System as of the dates indicated and the consolidated statement of activities for the periods specified and have been prepared in accordance with generally accepted accounting principles consistently applied in all material respects, except for the omission of footnotes.

21. As of its date, the date hereof and at the Closing Date, the Official Statement, as amended or supplemented pursuant to the Bond Purchase Contract or this Letter of Representation, if applicable, did not, does not and will not, as of such dates, contain any untrue

statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that each of the Corporation and Norton Hospitals makes no representation or warranty as to the information contained in or omitted from the Official Statement in reliance upon and in conformity with information furnished in writing to each of the Corporation and Norton Hospitals by or on behalf of the Underwriters or the Issuer specifically for inclusion therein. Neither the Corporation nor Norton Hospitals has authorized any amendments or supplements to the Preliminary Official Statement or the Official Statement to be used with respect to the Bonds. The Official Statement does not incorporate any information by hyperlink, by reference, or by any other means. Neither the Corporation nor Norton Hospitals has prepared any document for use in connection with the offering of the Bonds that sets forth information concerning the terms of the Bonds, information concerning the Issuer, the Obligated Group, or the Corporation and its affiliates, or a description of the Obligated Group's continuing disclosure undertaking required by Rule 15c2-12 for the Underwriters to offer the Bonds (or any material failure to comply with any prior such undertaking) other than the Preliminary Official Statement and the Official Statement, and the Obligated Group intends that no other document constitutes part of the official statement applicable to the Bonds within the meaning of Rule 15c2-12.

22. If, between the date hereof and up to and including the 25th day following the end of the Underwriting Period (as defined in Rule 15c2-12 of the Securities and Exchange Commission), any event relating to or affecting the Corporation, Norton Hospitals or any future Obligated Group Members or their respective present or proposed facilities shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the light of the circumstances under which they were made, the Corporation, as Obligated Group Representative, shall notify the Issuer and the Underwriters and if, in the opinion of the Corporation, as Obligated Group Representative, the Issuer or the Underwriters such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation, as Obligated Group Representative, will request the Issuer to cause the Official Statement to be amended or supplemented in a form and in a manner reasonably approved by the Underwriters.

23. For twenty-five days from the date of the end of the Underwriting Period (as defined in Rule 15c2-12 of the Securities and Exchange Commission), neither the Corporation nor Norton Hospitals will (a) participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, you shall reasonably object in writing or which shall be disapproved by your counsel and (b) if any event relating to or affecting the Issuer, the Corporation, Norton Hospitals or any future Obligated Group Members or their respective present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters or the Issuer, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriters and the Issuer (at the expense of the Corporation, as Obligated Group Representative, for 90 days from the date of Closing, and thereafter at the expense of the Underwriters) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to counsel for the Underwriters and

counsel to the Issuer) 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, in the light of the circumstances existing at the time the Official Statement is delivered to the purchaser. For the purposes of this section, the Corporation will furnish such information with respect to itself, Norton Hospitals, any future Obligated Group Members and their respective present and proposed facilities as any of you may from time to time reasonably request.

24. (a) Each of the Corporation and Norton Hospitals agrees to indemnify, defend with counsel reasonably satisfactory to the Underwriters and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls each Underwriter within the meaning of either the Securities Act or the Exchange Act against any and all liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal or other expenses reasonably incurred by them in connection with investigating or defending any such liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, costs and expenses), joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Corporation and Norton Hospitals will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Corporation or Norton Hospitals by or on behalf of the Underwriters specifically for inclusion therein. Each of the Corporation and Norton Hospitals acknowledges that the statements set forth in the section titled "UNDERWRITING" and the paragraph related to price stabilization on the inside cover page of the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Official Statement (or in any amendment or supplement thereto). This indemnity agreement will be in addition to any liability which the Corporation, Norton Hospitals and each future Obligated Group Member may otherwise have.

(b) Each of the Corporation and Norton Hospitals agrees to indemnify, defend with counsel reasonably satisfactory to the Issuer and hold harmless the Issuer, the elected officials, officers, employees and agents of the Issuer and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act, against any and all liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal or other expenses reasonably incurred by them in connection with investigating or defending any such liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, costs and expenses), joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses,

claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Corporation and Norton Hospitals will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Corporation or Norton Hospitals by or on behalf of the Issuer specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Corporation, Norton Hospitals and each future Obligated Group Member may otherwise have.

(c) Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Corporation and Norton Hospitals, each of their officials, directors, officers and employees, and each person who controls the Corporation and Norton Hospitals within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Corporation and Norton Hospitals to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Corporation or Norton Hospitals by or on behalf of such Underwriter specifically for inclusion in the Official Statement (or in any amendment or supplement thereto). Each of the Corporation and Norton Hospitals acknowledges that the statements set forth in the section entitled, "UNDERWRITING" and the paragraph related to price stabilization on the inside cover page of the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Official Statement (or in any amendment or supplement thereto).

(d) Promptly after receipt by an indemnified party under this Section 24 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 24 notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party

and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(e) In the event that the indemnity provided in paragraph (a) or (c) of this Section 24 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Corporation, Norton Hospitals and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively “*Losses*”) to which the Corporation, Norton Hospitals and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Corporation and Norton Hospitals on the one hand and by the Underwriters on the other from the offering of the Bonds. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Corporation, Norton Hospitals and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Corporation and Norton Hospitals on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall any Underwriter (except as may be provided in any agreement between the Underwriters relating to the offering) be responsible for any amount in excess of the purchase discount or commission applicable to the Bonds purchased by such Underwriter hereunder. Benefits received by the Corporation and Norton Hospitals shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by them, and benefits received by the Underwriters shall be deemed to be equal to the total purchase discounts and commissions in each case set forth in the Official Statement under the section entitled “UNDERWRITING.” Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Corporation and Norton Hospitals on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Corporation, Norton Hospitals and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (e), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 24, each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act, and each director, officer, employee and agent of

an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Corporation and Norton Hospitals within the meaning of either the Securities Act or the Exchange Act, and each official, director, officer and employee of the Corporation and Norton Hospitals shall have the same rights to contribution as the Corporation and Norton Hospitals, subject in each case to the applicable terms and conditions of this paragraph (e).

25. Except as described in the Official Statement, the Corporation and Norton Hospitals have been in material compliance with all continuing disclosure undertakings entered into by either or both of them pursuant to Rule 15c2-12 of the Exchange Act during the previous five years.

26. The representations, warranties, agreements and indemnities herein shall survive the Closing under the Bond Purchase Contract, and any investigation made by or on behalf of any of you or any person who controls any of you of any matters described in or related to the transactions contemplated hereby and by the Bond Purchase Contract, the Official Statement, the Master Indenture, the Security Agreement and the Corporation Documents.

27. Each of the Corporation and Norton Hospitals hereby agrees to pay the expenses described in Section 5 of the Bond Purchase Contract (which are the responsibility of the Corporation and Norton Hospitals), and to pay any expenses incurred in amending or supplementing the Official Statement pursuant to the Bond Purchase Contract or this Letter of Representation.

28. This Letter of Representation shall be binding upon the Corporation and Norton Hospitals and inure solely to the benefit of each of you and, to the extent set forth herein, persons controlling any of you, and their respective members, officers, employees, agents, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representation. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representation shall be had against any officer or director of the Corporation or Norton Hospitals as individuals, except as caused by their bad faith.

29. The Corporation and Norton Hospitals acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to the Bond Purchase Contract and this Letter of Representations is an arm's-length commercial transaction among the Issuer, the Corporation, Norton Hospitals and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, each Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, the Corporation or Norton Hospitals, (iii) neither Underwriter has assumed an advisory or fiduciary responsibility in favor of the Issuer, the Corporation or Norton Hospitals with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether an Underwriter has provided other services or is currently providing other services to the Issuer, the Corporation or Norton Hospitals on other matters) and neither Underwriter has any obligation to Issuer, the Corporation or Norton Hospitals with respect to the offering contemplated hereby except the obligations expressly set forth in the Bond Purchase Contract and this Letter of Representation, (iv) the Underwriters have financial and other interests that differ from the Issuer, the Corporation and Norton Hospitals and

(v) the Issuer, the Corporation and Norton Hospitals have consulted their own legal, financial and other advisors to the extent they have deemed appropriate.

30. Each of the Corporation and Norton Hospitals agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Letter of Representation or the Bond Purchase Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

31. This Letter of Representation may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

Very truly yours,

**NORTON HEALTHCARE, INC.**

By: \_\_\_\_\_  
Michael W. Gough  
Senior Vice President and Chief Financial Officer

**NORTON HOSPITALS, INC.**

By: \_\_\_\_\_  
Michael W. Gough  
Senior Vice President and Chief Financial Officer

Accepted and Agreed to:

**J.P. MORGAN SECURITIES LLC,**  
as Underwriter

By: \_\_\_\_\_  
Executive Director

**CITIGROUP GLOBAL MARKETS INC.,**  
as Underwriter

By: \_\_\_\_\_  
Director

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT**

By: \_\_\_\_\_  
Greg Fischer  
Mayor

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

By: \_\_\_\_\_

**EXHIBIT B TO  
BOND PURCHASE CONTRACT**

**SCHEDULE OF MATURITIES, PRINCIPAL AMOUNTS,  
INTEREST RATES, YIELDS AND PRICES**

Maturity Date October 1	Principal Amount	Interest Rate	Yield	Price
_____	\$ _____	_____ %	_____ %	
_____	_____	_____ %	_____ %	
_____	_____	_____ %	_____ %	
_____	_____	_____ %	_____ %	
_____	_____	_____ %	_____ %	
_____	_____	_____ %	_____ %	

**REDEMPTION PROVISIONS**

*Optional Redemption*

*Mandatory Sinking Fund Redemption*

Mandatory Sinking Fund Redemption Dates (October 1)	Amount
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\* Maturity.

*Extraordinary Optional Redemption*

**EXHIBIT C TO  
BOND PURCHASE CONTRACT**

FORM OF OPINION OF ISSUER COUNSEL

[FORTHCOMING]

**EXHIBIT D TO  
BOND PURCHASE CONTRACT**

FORM OF OPINION OF COUNSEL TO THE OBLIGATED GROUP

[FORTHCOMING]

**EXHIBIT E TO  
BOND PURCHASE CONTRACT**

FORM OF OPINION OF UNDERWRITERS' COUNSEL

J.P. Morgan Securities LLC  
383 Madison Avenue, Floor 8  
New York, NY 10179

Citigroup Global Markets Inc.  
3455 Peachtree Road NE, Suite 620  
Atlanta, GA 30326

Ladies and Gentlemen:

We have acted as your counsel in connection with the purchase by you on this date from the Louisville/Jefferson County Metro Government (the “*Issuer*”), a consolidated local government and political subdivision of the Commonwealth of Kentucky, of its Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2016A (the “*Bonds*”), pursuant to a Bond Purchase Contract, dated July \_\_, 2016 (the “*Bond Purchase Contract*”), among you and the Issuer and approved by Norton Healthcare, Inc. (the “*Corporation*”) and Norton Hospitals, Inc. (“*Norton Hospitals*” and, together with the Corporation, the “*Obligated Group*”). This opinion is issued pursuant to Section 3(e)(5) of the Bond Purchase Contract. Unless otherwise expressly provided herein, capitalized terms used herein have the meanings assigned to them in the Bond Purchase Contract.

As your counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such records, corporate and other, of the Obligated Group and the Issuer, certificates of public officials and representatives of the Obligated Group and the Issuer, and such other documents as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Based on the foregoing, we are of the opinion that the offer and sale of the Bonds to the public and the delivery of the Series 2016A Obligation are exempt from registration under the Securities Act of 1933, as amended, and (i) the Trust Indenture, (ii) the Loan Agreement, and (iii) the Master Indenture need not be qualified under the Trust Indenture Act of 1939, as amended.

Assuming the enforceability of the Disclosure Agreement, in our opinion you may reasonably conclude that the Disclosure Agreement satisfies the requirements contained in paragraph (b)(5) of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

In the course of our representation, we have reviewed and discussed information set forth in the Official Statement relating to the Bonds (the “*Official Statement*”) with officers and other representatives of the Obligated Group, the independent public accountants of the Corporation, and the Underwriters. Although we are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement, we advise you that, on the basis of the foregoing, no facts have come to our attention that lead us to believe that the Official Statement (except as to the financial statements and other financial,

engineering, and statistical data included therein, as to which you have not asked us to express any view), as of the date thereof or on the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

This opinion may be relied upon only by you, any member of a selling group formed by you, and other persons to whom we grant written permission to do so.

Very truly yours,

Norton Rose Fulbright US LLP

**EXHIBIT F TO  
BOND PURCHASE CONTRACT**

OFFICER'S CERTIFICATE

Louisville/Jefferson County Metro Government  
Health System Revenue Bonds, Series 2016A  

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 (Norton Healthcare, Inc.)  
(the "**Bonds**")

I, Michael W. Gough, hereby certify that I am the Senior Vice President and Chief Financial Officer of Norton Healthcare, Inc. (the "**Corporation**"), a non-stock, nonprofit corporation duly organized and existing under the laws of the Commonwealth of Kentucky and that, as such, I am authorized to execute this certificate on behalf of the Obligated Group Members (each, an "**Obligated Group Member**" and collectively, the "**Obligated Group Members**" or the "**Obligated Group**") under the Amended and Restated Master Trust Indenture dated as of September 15, 1997, as supplemented and amended, by and among the Corporation, the other Obligated Group Members and The Bank of New York Mellon Trust Company, National Association, as successor to Bank One, Kentucky, NA, as master trustee.

I hereby further state and certify, to the best of my knowledge, that:

1. Since December 31, 2015 no material and adverse change has occurred in the financial position or results of operation of any Obligated Group Member which is not described in the Official Statement prepared in connection with the issuance of the Bonds or which has not been described in writing delivered by the Corporation to the Issuer and the Underwriters.
2. No Obligated Group Member has since December 31, 2015, incurred any material liabilities other than in the ordinary course of business which are not described in or contemplated by the Official Statement or in writing delivered by the Corporation to the Issuer and the Underwriters.
3. No proceedings are pending or threatened in any way contesting or affecting any Obligated Group Member's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), or which would subject any income of any Obligated Group Member to federal income taxation.
4. Each of the Obligated Group Members is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of the either Obligated Group Member inures to the benefit of any private shareholder or individual. Each of the Obligated Group Members is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Sections 501(a) of the Code, except for unrelated trade or business income subject to taxation under Section 511 of the Code.

5. No event affecting any Obligated Group Member has occurred since the date of the Official Statement which (i) makes untrue or incorrect in any material respect as of the date hereof, [or at such earlier or later time or date as shall be agreed by the Issuer and the Underwriters], any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

6. The representations and warranties made by the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals in the Letter of Representation delivered by the Corporation and Norton Hospitals in connection with the execution of the Bond Purchase Contract dated June \_\_, 2016, between J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as the Underwriters, and the Louisville/Jefferson County Metro Government and approved by the Corporation and Norton Hospitals (the “*Purchase Contract*”) are true and correct as of the date hereof as if made on the date hereof.

Capitalized terms used and not defined herein have the meanings assigned to them in the Purchase Contract.

Dated: July \_\_, 2016

**NORTON HEALTHCARE, INC.,**  
as Obligated Group Representative

By: \_\_\_\_\_  
Michael W. Gough  
Senior Vice President and Chief Financial Officer