

**[FORM OF LOAN AGREEMENT FOR
SERIES 2016B BONDS AND SERIES 2016C BONDS]**

SPB LLP
May 20, 2016

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT,
NORTON HEALTHCARE, INC.
and
NORTON HOSPITALS, INC.

LOAN AGREEMENT

Dated as of _____, 2016

Relating to
\$ _____
Louisville/Jefferson County Metro Government
Health System Variable Rate Revenue Refunding Bonds, Series 2016[B/C]
(Norton Healthcare, Inc.)

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This LOAN AGREEMENT, dated _____, 2016 (the "Loan Agreement"), is made and entered into as of _____, 2016, among NORTON HEALTHCARE, INC. (the "Corporation"), a nonstock, nonprofit corporation that is organized and existing under the laws of the Commonwealth of Kentucky, NORTON HOSPITALS, INC. ("Hospitals" and, together with the Corporation, the "Obligated Group"), a nonstock, nonprofit corporation that is organized and existing under the laws of the Commonwealth of Kentucky, and the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (the "Issuer"), an agency and instrumentality of the Commonwealth of Kentucky, as the Lender.

WITNESSETH:

WHEREAS, the Issuer is an agency and instrumentality 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 its industrial building revenue bonds for the purposes of financing and refunding and refinancing other indebtedness incurred to finance the costs of acquiring "industrial buildings" (as defined in the Act) and to loan the proceeds of such bonds to any person to finance the costs of acquiring additional "industrial buildings," including specifically any buildings, structures, and facilities, including the site thereof and machinery, equipment, and furnishings suitable for use as healthcare or related facilities, including without limitation, hospitals, clinics, nursing homes, research facilities, extended or long-term care facilities, including housing for the aged or the infirm, and all buildings, structures, and facilities deemed necessary or useful in connection therewith, so as to accomplish thereby the public purposes of promoting the economic development of the Commonwealth, relieving conditions of unemployment, preserving existing jobs, and encouraging the increase of industry therein, provided that such bonds are payable solely from the loan repayments and other revenues derived in respect of such loan and do not constitute an indebtedness of the Issuer, the Commonwealth or any agency or political subdivision thereof within the meaning of the Constitution and laws of the Commonwealth;

WHEREAS, the Corporation is organized and existing under the laws of the Commonwealth for the purpose, among others, of constructing, establishing, maintaining and operating hospitals and other healthcare facilities, including existing hospitals in Louisville/Jefferson County Metro Government Kentucky, and the Corporation owns and operates acute-care hospitals and certain other healthcare facilities through controlled affiliates, including Hospitals.

WHEREAS, the Corporation and Hospitals are each a party to an Amended and Restated Master Trust Indenture, dated as of September 15, 1997 and as amended and supplemented as described herein (the "Master Indenture"), among the Corporation, Hospitals and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One, Kentucky, NA, as Master Trustee (the "Master Trustee"), and pursuant to Supplemental Master Trust Indenture No. __, dated as of _____, 2016 ("Supplement No. __"), among the Obligated Group and the Master Trustee, the Master Indenture has been amended to provide, among other things, that the Series 2016[B/C] Obligation to be issued pursuant to the Master Indenture and Supplement No. __ shall be a joint and several obligation of the Corporation and Hospitals, and, pursuant to Supplement No. __, the Corporation has been appointed as the representative of the Obligated Group to take action and to receive notices on behalf of the Obligated Group;

WHEREAS, the Corporation, on behalf of itself and the Obligated Group, has applied to the Issuer for a loan (the "Loan"), which, together with other available funds, will be used to (a) refund all of the outstanding [Louisville/Jefferson County Metro Government Health System Revenue Bonds, Series 2011D (Norton Healthcare, Inc.)] [Louisville/Jefferson County Metro Government Health System Variable Rate Revenue Bonds, Series 2013B (Norton Healthcare, Inc.)] (the "Prior Bonds"), and (b) pay

certain costs of issuance (“Costs of Issuance”) of the Bonds (hereinafter defined) (collectively, the “Project”), to be used by the Obligated Group in its businesses of operating health care and related facilities and otherwise promoting the general health of the community, and the Obligated Group’s obligation to repay the Loan will be evidenced by that certain Norton Healthcare, Inc. and Norton Hospitals, Inc. Series 2016[B/C] Master Obligation (the “Series 2016[B/C] Obligation”), which shall be issued to the Issuer pursuant to the Master Indenture and Supplement No. ___ and shall be assigned to the Trustee (defined below);

WHEREAS, the Issuer has by an ordinance duly enacted on _____, 2016 (the “Bond Ordinance”), undertaken pursuant to the Act the issuance of its industrial building revenue bonds and the loan of the proceeds thereof to the Obligated Group in order to finance the Project, and the Issuer has found and declared in the Bond Ordinance that the financing of the Project will further the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry therein;

WHEREAS, the Bond Ordinance authorizes the Issuer to issue its industrial building revenue bonds in one or more series in an aggregate principal amount not to exceed \$_____ for the purpose, among others, of lending the proceeds thereof to the Obligated Group to finance the costs of the Project;

WHEREAS, the Issuer intends to issue one series of its industrial building revenue bonds pursuant to the Act and the Trust Indenture, dated as of _____, 2016 (as it may be amended from time to time, the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), in the principal amount of \$_____ to finance the costs of the Project, said bonds to be issuable as fully registered bonds and to be designated “Louisville/Jefferson County Metro Government Health System Revenue Bonds, Series 2016[B/C] (Norton Healthcare, Inc.)” (the “Bonds”);

WHEREAS, the Bonds are Related Bonds under the Master Indenture, and the Indenture is a Related Bond Indenture under the Master Indenture;

WHEREAS, to provide for and secure the payment of the principal and Redemption Price of and interest on the Bonds, the Issuer, pursuant to the Indenture, has pledged all Revenues (as defined in the Indenture) and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture (other than the Rebate Fund, as defined in the Indenture) and has granted to the Trustee a security interest in and assigned to the Trustee all Revenues, any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture (other than the Rebate Fund), and all of its right, title and interest in and to this Loan Agreement (except Reserved Rights, as defined in the Indenture) and the Series 2016[B/C] Obligation; and

WHEREAS, concurrently with the issuance of the Bonds, the Issuer is issuing its Health System Revenue Bonds, Series 2016A (Norton Healthcare, Inc.) (the “Series 2016A Bonds”) and its Health System Variable Rate Revenue Refunding Bonds, Series 2016[B/C] (Norton Healthcare, Inc.) (the “Series 2016[B/C] Bonds”), which are expected to be purchased directly by a commercial bank, and the Series 2016A Bonds and the Series 2016[B/C] Bonds shall be secured under the Master Indenture on a parity basis with the Bonds by the Series 2016A Obligation and by the Series 2016[B/C] Obligation, respectively, issued pursuant to the Master Indenture and Supplemental Master Trust Indenture No. ___ and Supplement or Master Trust Indenture No. ___, respectively;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto DO HEREBY AGREE as follows:

ARTICLE I DEFINITIONS

Section 1.1 Incorporation of Definitions.

Unless the context clearly otherwise requires, the capitalized terms in this Loan Agreement shall have the meanings set forth in the Indenture.

Section 1.2 Certain Rules of Interpretation.

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders.

Reference to an Article number or a Section number shall be construed to be a reference to the designated Article number or Section number of this Loan Agreement unless the context or use clearly indicates another or different meaning or intent.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Obligated Group.

The Obligated Group represents and warrants for the benefit of the Issuer, the Trustee and the owners of the Bonds as follows:

(a) Each member of the Obligated Group has been duly incorporated and is validly existing as a domestic nonprofit corporation in good standing under the laws of the Commonwealth, and has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties, to carry on its activities as now conducted and as presently proposed to be conducted, to enter into this Loan Agreement, Supplement No. __, the Tax Agreement, the Security Amendment, the Master Indenture and the Series 2016[B/C] Obligation, and to carry out and consummate all transactions contemplated by this Loan Agreement, Supplement No. __, the Tax Agreement, the Security Amendment, the Master Indenture and the Series 2016[B/C] Obligation.

(b) The execution and delivery of this Loan Agreement, Supplement No. __, the Tax Agreement, The Security Amendment and the Series 2016[B/C] Obligation, and the performance by the each member of the Obligated Group of its obligations under this Loan Agreement, Supplement No. __, the Tax Agreement, the Master Indenture, the Security Amendment and the Series 2016[B/C] Obligation, (i) have been duly and effectively authorized by all necessary corporate action on the part of each member of the Obligated Group, (ii) do not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of the Obligated Group pursuant to any indenture, loan agreement or other agreement or instrument (other than the Master Indenture, Supplement No. __, the Security Amendment, this Loan Agreement and the Series 2016[B/C] Obligation) to which either member of the Obligated Group is a party or by which either member of the Obligated Group, its

properties or operations may be bound, and (iii) will not result in any material violation of the provisions of the articles of incorporation or by-laws or similar incorporating or governing documents of either member of the Obligated Group or any material laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Obligated Group, its properties or operations is subject.

(c) This Loan Agreement, Supplement No. __, the Tax Agreement, the Security Amendment, the Master Indenture and the Series 2016[B/C] Obligation have been duly authorized, executed and delivered by the Obligated Group, and this Loan Agreement, Supplement No. __, the Tax Agreement, the Security Amendment, the Master Indenture and the Series 2016[B/C] Obligations are legal, valid and binding obligations of the Obligated Group.

(d) No event has occurred and no condition exists that, upon execution of this Loan Agreement, would constitute a Loan Default Event (as defined in Section 8.1) hereunder.

Section 2.2 Representations and Warranties of the Issuer.

The Issuer represents, covenants and warrants for benefit of the Obligated Group, the Trustee and the owners of the Bonds, as follows:

(a) The Issuer is a public body corporate and politic and an instrumentality of the Commonwealth. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Loan Agreement and the Indenture and to carry out its obligations hereunder and thereunder. The Issuer has been duly authorized to execute and deliver this Loan Agreement and the Indenture and this Loan Agreement and the Indenture are legal, valid and binding obligations of the Issuer.

(b) The Issuer covenants that it will not pledge the amounts derived from this Loan Agreement other than as contemplated by the Indenture.

**ARTICLE III
USE OF BOND PROCEEDS; TERM**

Section 3.1 Issuance of the Bonds.

(a) The Issuer hereby undertakes to issue and sell the Bonds in accordance with the Indenture and the Bond Purchase Agreement, dated _____, 2016, among the Issuer and Branch Banking and Trust Company, which Bond Purchase Agreement has been approved by the Obligated Group, at a purchase price as set forth in the Bond Purchase Agreement. Upon the issuance and delivery thereof, an amount equal to the aggregate principal amount of the Bonds shall be loaned to the Obligated Group by depositing the proceeds of the sale of such Bonds in accordance with the provisions of the Indenture.

(b) Unless and until so disbursed, moneys or investments in any fund established under the Indenture (other than the Rebate Fund and the Bond Purchase Fund) shall be trust funds pledged to and held solely for the security and benefit of the owners of the Bonds, subject to the provisions hereof and of the Indenture permitting the investment or use of such moneys.

Section 3.2 Obligated Group Required to Pay Costs of Issuance.

The Obligated Group shall pay Costs of Issuance and the Obligated Group shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Bondowners, nor shall the Obligated Group be entitled to any diminution of the amounts payable under the Series 2016[B/C] Obligation.

Section 3.3 Assignment of Issuer's Rights.

As a source of payment for the Bonds, pursuant to the Indenture, the Issuer pledges all amounts to be received by the Issuer under this Loan Agreement, including Loan Repayments but excluding Reserved Rights, and assigns to the Trustee all the Issuer's rights in this Loan Agreement (except the Issuer's Reserved Rights). The Obligated Group consents to such pledge and assignment and agrees to make payment of all sums pledged and assigned by the Issuer directly to the Trustee without defense or setoffs by reason of any dispute between the Obligated Group and the Issuer.

Section 3.4 Loan Term.

The Obligated Group's obligations under this Loan Agreement shall commence on the date of the execution and delivery hereof and shall terminate after payment in full of the Loan and all other amounts due under this Loan Agreement or the Series 2016[B/C] Obligation; provided, however, that the covenants and obligations provided in Section 4.2, Section 4.3 and Section 8.4 shall survive the termination of this Loan Agreement and the payment in full of the amounts due hereunder and under the Series 2016[B/C] Obligation.

**ARTICLE IV
SPECIAL COVENANTS**

Section 4.1 Master Indenture Covenants.

The Obligated Group shall perform its covenants under the Master Indenture or any successor agreement thereto while the Master Indenture or any successor agreement is in effect.

Section 4.2 Covenants Relating to the Tax Status of the Bonds.

(a) The Obligated Group covenants that it will not take (or fail to take) any action or permit (or fail to permit) any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its reasonable expectation on the date of issuance of the Bonds, would cause the interest on the Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(b) Without limiting the foregoing, the Obligated Group covenants that, notwithstanding any other provision of this Loan Agreement or any other instrument, it will neither make nor cause to be made, or permit any investment or other use of the proceeds of the Loan or any property or investment property financed or refinanced thereby, which use would cause any of the Bonds to be an "arbitrage bond" under Section 148(a) of the Code, bonds described in paragraph (3) or (4) of Section 149(d) of the Code relating to restrictions on advance refundings, or "hedge bonds" under Section 149(g) of the Code. The Obligated Group agrees that it will not make or permit any use of the proceeds of the Bonds or the investment proceeds thereof, which would cause the interest on the Bonds to become includable in the gross income of the Bondowners.

(c) Without limiting the generality of the foregoing, the Obligated Group and the Issuer hereby agree for the benefit of the owners of the Bonds as follows:

(i) that, during the term of this Loan Agreement, and for such period thereafter as may be required by applicable law, the Obligated Group will fully comply with all effective rules, rulings and regulations promulgated by the Department of the Treasury or the Internal Revenue Service which are applicable to the Bonds;

(ii) that the Obligated Group shall take all action required from time to time to comply with the rebate requirements of Section 148(f) of the Code, and that the Obligated Group agrees to provide the Trustee with a copy of any reports or returns filed with the Internal Revenue Service or the Department of the Treasury pursuant to Section 148(f) of the Code;

(iii) all property acquired with the proceeds of the Bonds or any income from the investment thereof will be owned by a 501(c)(3) organization as defined in Section 150(a)(4) of the Code or a “governmental unit” within the meaning of Section 150(a)(2);

(iv) the proceeds of the Bonds and the income from the investment thereof will be applied such that the Bonds would not be “private activity bonds” within the meaning of Section 141 of the Code if (A) organizations described in Section 501(c)(3) of the Code were treated as governmental units with respect to their activities which do not constitute unrelated trades or business, determined by applying Section 513(a) of the Code, and (B) paragraphs (1) and (2) of Section 141(b) of the Code were applied by substituting five percent for ten percent each place it appears and substituting “net proceeds” for “proceeds” each place it appears;

(v) the amount of the Costs of Issuance of the Bonds financed from proceeds of the Bonds will not exceed two percent of the sale proceeds of the Bonds;

(vi) the proceeds of the Bonds will be applied to the payment of costs of the Project so that the average maturity of the Bonds will not exceed 120% of the average reasonably expected economic life of the facilities refinanced with the proceeds of the Bonds (determined in the manner provided in Section 147(b) of the Code); and

(vii) none of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off-premises.

Section 4.3 Compensation and Indemnity.

(a) The Obligated Group hereby covenants to pay the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Obligated Group hereby covenants to pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by or on behalf of the Trustee in accordance with any of the provisions of the Indenture, including, without limitation, the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its negligence or misconduct. The Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction, shall be entitled (but not obligated) to make advances for the purpose of preserving property of the Obligated Group or the Issuer.

(b) The Obligated Group releases the Issuer and Trustee from, agrees that the Issuer and the Trustee shall not be liable for, and agrees to indemnify, defend and hold the Issuer and the Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to facilities financed or refinanced by the Bonds or the use thereof. The Obligated Group shall indemnify and hold harmless the Issuer and the Trustee from and against all causes of action, legal or equitable, arising by reason of any act of the Obligated Group or the failure of the Obligated Group or any of its agents or employees to fulfill any duty toward the Issuer or the Trustee or toward the public or toward any person or persons whomsoever the Obligated Group or the Issuer or the Trustee may owe in connection with the facilities financed or refinanced by the Bonds. The Obligated Group shall at its own cost and expense defend any such actions which may be brought against the Issuer or the Trustee as aforementioned, whether or not such actions have any basis in law or in fact, and shall pay all amounts which may be recovered therein against the Issuer or the Trustee. For the purposes of this Section 4.3, "Issuer" shall mean the Louisville/Jefferson County Metro Government and "Trustee" shall mean The Bank of New York Mellon Trust Company, N.A., each with its designated office in Louisville, Kentucky and their respective Board members, officers, directors, agents, servants, assignees and employees. The Obligated Group agrees, whether or not the transactions contemplated by this Loan Agreement, the Series 2016[B/C] Obligation and the Indenture shall be consummated, to pay, and save the Issuer harmless against liability for the payment of, all expenses arising in connection with said contemplated transaction, including the reasonable fees and expenses of the Issuer's Counsel. The Obligated Group agrees to indemnify and hold harmless the Issuer and the Trustee against any and all losses, claims, taxes, penalties, disbursements, court costs, damages, expenses (including without limitation reasonable counsel fees and expenses) and liabilities arising from, in connection with, or as a result of the issuance of the Bonds, the execution and delivery of this Loan Agreement, the Master Indenture and all related documents (including the Series 2016[B/C] Obligation) or the performance and observance by or on behalf of the Obligated Group of those things on the part of the Obligated Group agreed to be performed or observed hereunder and thereunder. No member of the board of directors, officer, director, agent, servant, assignee or employee of the Obligated Group shall be personally liable for the obligations of the Obligated Group created hereunder.

If any action shall be brought against the Issuer or the Trustee in respect of which indemnity may be sought under the foregoing provisions of this Section 4.3 against the Obligated Group, the Issuer or the Trustee, as the case may be, shall promptly notify the Obligated Group in writing, and the Obligated Group shall assume the defense thereof, including the employment of counsel and the payment of all expenses. In any such action, the Issuer and the Trustee shall have the right to employ separate counsel, but the fees and expenses of such counsel shall be at the expense of the Issuer or the Trustee, as the case may be, unless the Obligated Group and the Issuer or the Trustee shall have mutually agreed to the employment of such counsel to represent both the Obligated Group and the Issuer or the Trustee; provided, however, that the Issuer or the Trustee shall be entitled to employ separate counsel and the fees and expenses of such counsel shall be paid by the Obligated Group if the Issuer or the Trustee believes in good faith that there are defenses available to the Obligated Group which are not available to them or vice versa, or that a conflict of interest exists between the Obligated Group and the Issuer or the Trustee, as applicable. The Obligated Group shall not be liable for any settlement of such action effected without its written consent, but if settled with the written consent of the Obligated Group or if there shall be a final judgment for the plaintiff in any action, the Obligated Group agrees to indemnify and hold harmless the Issuer and the Trustee from and against any loss or liability by reason of such settlement or judgment. The obligations of the Obligated Group under this Section 4.3 shall survive the termination of this Loan Agreement.

(c) Nothing contained in this Section 4.3 shall be construed to provide for indemnification of, or payment of expenses to, the Issuer or Trustee as a result of the Issuer's or the Trustee's gross negligence or misconduct.

(d) Failure by the Obligated Group to make payments required under this Section 4.3 shall not constitute a Loan Default Event under Section 8.1 hereof.

The Obligated Group agrees to assume all risks arising out of the use of any electronic methods to submit instructions and directions to the Trustee, as provided in Section 8.04 of the Indenture, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 4.4 Assignment.

The Obligated Group may assign its interest in this Loan Agreement without the prior written consent of the Issuer or the Trustee provided that in connection with any such assignment of this Loan Agreement, the Obligated Group shall provide the Trustee with (i) a Certificate of the Corporation to the effect that such assignment will not result in any event of default, or event which, with the passage of time or the giving of notice or both would constitute an event of default under the Master Indenture and (ii) an opinion of Bond Counsel to the effect that such assignment is authorized or permitted under the terms of the Act and will not, by itself, result in the interest on the Bonds becoming includable in gross income for federal income tax purposes. No such assignment shall relieve the Obligated Group from its obligations hereunder or under the Series 2016[B/C] Obligation.

Section 4.5 Insurance.

The Obligated Group shall be responsible for maintaining, or causing to be kept and maintained, insurance in accordance with the provisions of Article V of the Master Indenture,

Section 4.6 Limitation of Liability of Members of Issuer.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any member, officer, employee or agent of Issuer in his or her individual capacity, and neither the members of the Issuer nor any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of Issuer shall incur any personal liability with respect to any other action taken by him or her pursuant to this Loan Agreement or the Indenture, provided such member, officer, employee or agent acts in good faith.

Section 4.7 Liquidity Facility; Self Liquidity Arrangement.

(a) There will be no Liquidity Facility in effect during the Initial Indexed Put Rate Period. While the Bonds bear interest at a Daily Rate, a Weekly Rate or Commercial Paper Rates, the Corporation shall at all times maintain a Liquidity Facility securing the Bonds. The Liquidity Facility may be replaced by a Substitute Liquidity Facility complying with the provisions of this Section and the Indenture. Any Liquidity Facility shall be a facility provided by a commercial bank or other financial institution (or, subject to subsection (c) hereof, the Corporation) and shall have a stated coverage that includes the number of days of interest on the Bonds as may be required by each Rating Agency to maintain the current ratings assigned to the Bonds with a term of at least 364 days from the date such Liquidity Facility is issued, provided that, if the Bonds will be in Commercial Paper Rate Periods, the term of the Substitute Liquidity Facility shall have a term that extends to at least 15 days after the longest Commercial Paper Rate Period in effect for Commercial Paper Rate Bonds. The Corporation shall give at least 30 days' advance written notice to the Authority, the Trustee, and each Rating Agency maintaining a rating on the Bonds of (1) its intent to furnish a Liquidity Facility or Substitute Liquidity Facility, which notice shall specify the nature of such Liquidity Facility, the identity of the Liquidity Provider and the

proposed effective date of the Liquidity Facility and (2) if a Liquidity Facility is then in effect, its intent to terminate such Liquidity Facility, which notice shall specify the proposed termination date for such Liquidity Facility. If a Substitute Liquidity Facility is being provided, the existing Liquidity Facility will be used to provide funds for the purchase of Bonds subject to mandatory tender for purchase upon substitution of a Substitute Liquidity Facility.

(b) If the Liquidity Provider receives a short-term rating downgrade below the top two highest short-term rating categories of any Rating Agency then rating such Bonds (without regard to any gradation by a numerical qualifier or otherwise) or the Liquidity Provider defaults in payment under such Liquidity Facility, the Corporation shall provide a Substitute Liquidity Facility within 90 days of such occurrence. If the Liquidity Facility Provider makes a demand for increased fees or costs resulting from regulatory or reserve requirements applicable to the Liquidity Provider, the Corporation may provide a Substitute Liquidity Facility.

(c) The Corporation, at its sole option, may maintain a self-liquidity arrangement in lieu of a Liquidity Facility. A self-liquidity arrangement shall become effective upon delivery to the Trustee of letters from each Rating Agency then rating the Bonds confirming that the Bonds are rated in the top two highest short-term rating categories of each Rating Agency then rating such Bonds (without regard to any gradation by a numerical qualifier or otherwise).

Section 4.8 Tax Covenants.

The Corporation covenants and agrees that it will at all times do and perform all acts and things permitted by law and this Loan Agreement which are necessary in order to assure that interest paid on the Bonds (or any of them) will be excluded from gross income for federal income tax purposes and will take no action that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Corporation agrees to comply with the provisions of the Tax Agreement. The Corporation agrees to restrict the use of proceeds of the Bonds in such manner and to such extent as necessary to assure that the Bonds will not constitute arbitrage bonds under section 148 of the Code. This covenant shall survive payment in full or defeasance of the Bonds.

Section 4.9 Tax Status and Eligibility for Financing.

The Corporation represents and warrants that (i) it is an organization described in Section 501(c)(3) of the Code; (ii) it has received a determination letter from the Internal Revenue Service to that effect; (iii) such letter has not been adversely modified, limited or revoked; (iv) it is in compliance with all material terms, conditions and limitations, if any, contained in such letter; (v) the facts and circumstances that form the basis of such letter continue substantially to exist as represented to the Internal Revenue Service; (vi) it is not aware of any facts or circumstances that could cause a revocation of that letter; and (vii) it is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation. The Corporation agrees that it will not take any action or omit to take any action or cause or permit any circumstance within its control to arise or continue if such action or circumstance or omission would cause any revocation or adverse modification of such federal income tax status unless it first obtains an opinion of Bond Counsel, addressed to the Trustee, that such revocation or modification will not adversely affect the exclusion from gross income under Section 103(a) of the Code of interest paid on the Bonds or cause the interest on the Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

Section 4.10 Rebate Payments.

The Corporation agrees to comply with the requirements of the Tax Agreement, the provisions in Section 5.08 of the Indenture governing the Rebate Fund and of Section 148 of the Code relating to the rebate of earnings on non-purpose investments to the United States.

ARTICLE V
LOAN REPAYMENTS; ISSUANCE OF THE NOTE

Section 5.1 Provision for Payment of Loan Repayments.

The Obligated Group shall provide for the repayment of the Loan (“Loan Repayments”) by issuing to the Trustee, pursuant to the Master Indenture, the Series 2016[B/C] Obligation.

The Obligated Group shall repay the Loan in installments as provided in this Loan Agreement and in the Series 2016[B/C] Obligation. Each installment shall be deemed to be a Loan Repayment and shall be paid at the times and in the amounts set forth below. Loan Repayments shall be sufficient in the aggregate to repay the Loan, together with interest thereon and to pay in full, when due (whether by maturity, redemption, acceleration or otherwise), all Bonds issued under the Indenture, together with the total interest thereon.

The Loan Repayments shall be due and payable as follows:

- A. to the credit of the Interest Account, five Business Days before each Interest Payment Date, that amount which shall be equal to the interest payable on the Bonds on the next ensuing Interest Payment Date;
- B. to the credit of the Principal Account, five Business Days before each Serial Bond maturity date or each Sinking Fund Installment Date, as the case may be, that amount which shall be equal to the principal of all Bonds, if any, maturing on such date, plus the amount of Sinking Fund Installments, if any, due on such Sinking Fund Installment Date; and
- C. to the credit of the Redemption Fund, five Business Days before each date of redemption for which notice has been given, that amount which shall be equal to the Redemption Price for Bonds to be redeemed on such date.

On the Interest Payment Date following a date on which the Obligated Group shall have failed to pay to the Trustee the amount due as a Loan Repayment or on which an investment loss shall have been charged to any fund or account therein in accordance with the Indenture, the Obligated Group shall pay, in addition to the Loan Repayment then due, an amount equal to the deficiency in payment or the amount of such loss. To the extent that the investment earnings are transferred or credited to any fund or any account therein in accordance with Article V of the Indenture or amounts are transferred or credited to any such fund or account as a result of the application of Bond proceeds or otherwise, future Loan Repayments shall be proportionately reduced by the amount so credited unless such transfer is made to cure deficiencies in the fund or account to which the transfer is made.

The Obligated Group may satisfy all or a portion of its obligation to make the payments required by Paragraphs B and C of this Section by delivering to the Trustee Bonds maturing or required to be redeemed on such date, in any aggregate principal amount desired, on or before five Business Days before such date. Upon such delivery the Obligated Group will receive a credit against amounts required to be deposited into the Principal Account or the Redemption Fund, as the case may be, on account of such

Bonds in the amount of 100% of the principal amount of any such Bonds so purchased and cancelled. If, on any such date, the face amount of such Bonds plus the amounts on deposit in the Principal Account or the Redemption Fund, as the case may be, are greater than the amount required to be deposited into such Principal Account or the Redemption Fund, as the case may be, the excess shall be returned to the Obligated Group by the Trustee as an overpayment.

The Obligated Group may prepay all or any part of the Loan at the times and in the manner provided in Article 6 of this Loan Agreement.

Section 5.2 Credits for Payments under the Series 2016[B/C] Obligation.

The Obligated Group shall receive credit for payments under the Series 2016[B/C] Obligation, in addition to any credits resulting from payment or prepayment from other sources.

Section 5.3 Obligations Unconditional.

The Obligated Group's obligations under this Loan Agreement and the Series 2016[B/C] Obligation are continuing, unconditional and absolute, and are independent of and separate from any obligations of the Issuer, and shall not be diminished or deferred for any reason whatsoever, irrespective of the doing of any act or the omission thereof by the Issuer or the Trustee, irrespective of the existence of any other circumstances which might otherwise constitute a legal or equitable defense or discharge of the obligations of the Obligated Group hereunder, including without limitation (i) any matters of abatement, setoff, counterclaim, recoupment, defense or other right the Obligated Group may have against the Issuer or the Trustee; (ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Obligated Group; or (iii) any change in the tax or other laws of the United States of America or of the Commonwealth of Kentucky or any political subdivision of either or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part contained herein; and in the event the Issuer should fail to perform any such agreement on its part, the Obligated Group may institute such action against the Issuer as the Obligated Group may deem necessary to compel such performance so long as such action shall not constitute a violation of this Loan Agreement on the part of the Obligated Group contained in the preceding sentence. The Obligated Group hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Loan Agreement except in accordance with the express terms hereof. The parties to this Loan Agreement intend that the payments made pursuant to the Series 2016[B/C] Obligation shall be paid to the Trustee on behalf of the Issuer without diminution of any kind.

ARTICLE VI
OPTION TO PREPAY

Section 6.1 Prepayment of Loan and Series 2016[B/C] Obligation.

(a) At the option of the Obligated Group and after giving at least 45 days written notice by certified or registered mail to the Issuer and the Trustee (or such lesser period of notice as may be acceptable to the Trustee), the Obligated Group may prepay all or a portion of its Loan (and the Series 2016[B/C] Obligation) by paying to the Trustee the then applicable optional redemption price as applicable under Article IV of the Indenture pertaining to the Bonds to which such prepayment applies or by paying to the Trustee an amount (or securities meeting the requirements of Article X of the Indenture) sufficient to defease all or any portion of the Bonds under the provisions of Article X of the Indenture or

to redeem any certificates otherwise subject to redemption under the Indenture. The Obligated Group shall give the Trustee not less than 45 days written notice of any such prepayment (or such lesser period of notice as may be acceptable to the Trustee), and if any Bonds are to be called for redemption in connection therewith, irrevocable written instructions to the Trustee to call such Bonds for redemption.

(b) Upon prepayment of the full amount of the Loan and the Series 2016[B/C] Obligation as provided for in this Section 6.1, this Loan Agreement shall terminate, except for the obligations and covenants provided in Section 4.2, Section 4.3 and Section 8.4 of this Loan Agreement (which will continue).

ARTICLE VII ASSIGNMENT

Section 7.1 Assignment by Issuer or Trustee.

This Loan Agreement and the Series 2016[B/C] Obligation, including the right to receive payments required to be made by the Obligated Group hereunder and under the Series 2016[B/C] Obligation, and to compel or otherwise enforce performance by the Obligated Group, may be assigned in whole or in part to one or more assignees or subassignees by the Issuer or the Trustee at any time subsequent to its execution without the necessity of obtaining the consent of the Obligated Group. The Obligated Group expressly acknowledges that all right, title and interest of the Issuer in and to this Loan Agreement and the Series 2016[B/C] Obligation (excluding the Issuer's Reserved Rights) has been assigned to the Trustee, as security for the Bonds as provided in the Indenture, and that if any Loan Default Event shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Issuer (other than with respect to matters to which the Issuer is entitled to consent) and may sell or otherwise realize value on the Trust Estate held to secure payment of the Bonds.

The Obligated Group hereby consents to such assignment and agrees to make the payments due under the Series 2016[B/C] Obligation directly to the Trustee or its agent and agrees that, as to the Trustee, its obligation to make the payments required by the Series 2016[B/C] Obligation and to observe and perform all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer or the Trustee. Prior to prepayment in full of the Series 2016[B/C] Obligation, the Obligated Group will not suspend or discontinue any such payment or fail to observe and perform any of its other covenants, conditions and agreements hereunder, and will not terminate this Loan Agreement for any cause, including, without limitation, failure of consideration or any change in the tax or other laws of the United States of America, the Commonwealth or any political subdivision thereof, or any failure of the Issuer to observe and perform any covenants, conditions and agreements, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement or the Indenture. The Obligated Group may, however, after giving to the Issuer and the Trustee ten days' notice of its intention to do so, at its own expense and in its own name, or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Obligated Group deems necessary or desirable in order to secure or protect any of its rights hereunder. Upon receipt by the Issuer of an indemnity or indemnities from the Obligated Group satisfactory in all respects to the Issuer, the Issuer shall reasonably cooperate with the Obligated Group and will take all reasonable and necessary action, at the Obligated Group's sole cost and expense, to effect the substitution of the Obligated Group for the Issuer in any such action or proceeding if the Obligated Group shall so request. The Obligated Group hereby approves the Indenture and consents to such assignment and appointment.

ARTICLE VIII
LOAN DEFAULTS AND REMEDIES

Section 8.1 Loan Default Event Defined.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute a “Loan Default Event”:

(a) failure by the Obligated Group to pay any Loan Repayment in the amount and at the times provided in this Loan Agreement or any other payment required to be paid hereunder or under the Series 2016[B/C] Obligation when is due and payable;

(b) failure by the Obligated Group to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement other than the failure referred to in Section 8.1(a) hereof for a period of 60 days after written notice specifying such failure and requesting that it be remedied, is given to the Obligated Group by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Obligated Group within the applicable period and diligently pursued until such failure is corrected;

(c) the filing by the Obligated Group of a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or the filing by the Obligated Group of an answer consenting to, admitting the material allegations of or otherwise not controverting, or the failure of the Obligated Group to timely controvert, a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or the filing of such petition or answer by the Obligated Group or the failure of the Obligated Group to timely controvert such a petition, with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any state thereof;

(d) the entry of an order for relief, which is not stayed, against the Obligated Group under Title 11 of the United States Code, as now constituted or hereafter amended, or the entry of an order, judgment or decree by operation of law or by a court having jurisdiction, which is not stayed, adjudging the Obligated Group a bankrupt or insolvent under, or ordering relief against the Obligated Group under, or approving as properly filed a petition seeking relief against the Obligated Group under, the provisions of any other now existing or future applicable bankruptcy or insolvency or other similar law of the United States of America or any state thereof, or appointing a receiver, liquidator, assignee, sequestrator, trustee or custodian of the Obligated Group or all or any of substantial portion of the property of the Obligated Group, or ordering the reorganization, winding up or liquidation of the affairs of the Obligated Group, or the expiration of 60 days after the filing of any involuntary petition against the Obligated Group seeking any of the relief specified in this Section 8.1(d) without the petition being dismissed prior to that time;

(e) an Event of Default under the Indenture; or

(f) declaration by the Master Trustee of the entire principal amount of all Outstanding Master Obligations (as defined in the Master Indenture) and the interest accrued thereon to be immediately due and payable pursuant to Section 7.2 of the Master Indenture; or

(g) an event of default under the Master Indenture shall have occurred, which event of default is not cured or waived and extends beyond any period of grace with respect thereto.

The foregoing provision (b) of this Section 8.1 is subject to the following limitation: if by reason of force majeure, the Obligated Group is unable in whole or in part to carry out the agreements on its part herein contained, the Obligated Group shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the Commonwealth or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accident to machinery, transmission pipes or canals.

Section 8.2 Notice of Default.

The Obligated Group agrees to give the Trustee, the Master Trustee and the Issuer, promptly upon its becoming aware of the existence thereof, written notice of (i) any action referred to in Section 8.1(c) or Section 8.1(d) filed by or against the Obligated Group or (ii) the occurrence of any other event or condition which constitutes, or that with the giving of notice or the passage of time or both will constitute, a Loan Default Event.

Section 8.3 Remedies.

Whenever any Loan Default Event shall occur, the Issuer and the Trustee shall, in addition to any other remedies provided herein or by law, have the right, at its or their option, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) [declare all amounts due under the Series 2016[B/C] Obligation to be immediately due and payable, and upon written notice to the Obligated Group the same shall become immediately due and payable without further notice or demand;] or

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other rights of the Trustee or the Issuer hereunder or as the owner of an Obligation issued under the Master Indenture.

Notwithstanding the foregoing, any declaration of acceleration pursuant to (a) above shall be rescinded upon rescission of any declaration of acceleration of the Bonds pursuant to Section 702 of the Indenture.

[Notwithstanding any right, power or other remedy permitted hereunder, if the Trustee or the Issuer shall have declared the principal of all the Bonds then Outstanding and the interest accrued thereon to be due and payable immediately pursuant to Section 702 of the Indenture, then the Issuer or the Trustee, on behalf of the Issuer, shall declare all Loan Repayments to be immediately due and payable, and the Trustee, in its capacity as the holder of the Series 2016[B/C] Obligation, shall request the Master Trustee to declare the aggregate principal amount of the Series 2016[B/C] Obligation and the interest accrued thereon to be immediately due and payable in accordance with Section 7.02 of the Master Indenture.

Notwithstanding any other provision of this Loan Agreement or any right, power or remedy existing at law or in equity or by statute, the Issuer’s or the Trustee’s declaration that the entire unpaid aggregate amount due hereunder is immediately due and payable shall be effective only if the Issuer or

the Trustee shall have requested that the Master Trustee declare the aggregate principal amount of the Series 2016[B/C] Obligation and all interest thereon to be immediately due and payable in accordance with Section 7.02 of the Master Indenture.]

Section 8.4 Attorney's Fees and Other Expenses.

The Obligated Group on demand shall pay to the Issuer or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them in connection with any Loan Default, including, without limitation, fees and expenses incurred in the collection of amounts due under the Series 2016[B/C] Obligation or any other sum due or the enforcement of performance of any other obligations of the Obligated Group under this Loan Agreement.

Section 8.5 Application of Moneys.

Any moneys collected by the Issuer or the Trustee pursuant to Section 8.3 hereof shall be applied in accordance with Section 703 of the Indenture.

Section 8.6 No Remedy Exclusive; Waiver; Notice.

No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Loan Default Event shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it or them in this Article VIII, neither the Trustee nor the Issuer shall be required to give any notice, other than such notice as may be expressly required in this Article VIII.

**ARTICLE IX
MISCELLANEOUS**

Section 9.1 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by registered overnight delivery service, charges prepaid, or delivered by electronic means, to the following parties at the following addresses:

Obligated Group:	Norton Healthcare, Inc. 4967 U.S. Highway 42 Suite 100 Louisville, Kentucky 40222 Attention: President Facsimile: 502-420-2205
Issuer:	Louisville/Jefferson County Metro Government 601 West Jefferson Street Louisville, Kentucky 40202 Attention: Mayor Facsimile: 502-574-5354

Trustee: The Bank of New York Mellon Trust Company, N.A.
614 West Main Street, Suite 2600
Louisville, Kentucky 40202
Facsimile: 502-566-6954

Master Trustee: The Bank of New York Mellon Trust Company, N.A.
614 West Main Street, Suite 2600
Louisville, Kentucky 40202
Facsimile: 502-566-6954

Any of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.2 Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Obligated Group and their respective successors and assigns.

Section 9.3 Severability.

If any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4 Counterparts.

This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.5 Applicable Law.

This Loan Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.6 Consents and Approvals.

Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may be given by the Mayor of the Issuer unless otherwise provided by law or by rules or regulations of the Issuer.

Section 9.7 Captions.

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

Section 9.8 No Pecuniary Liability of Issuer.

Anything in this Loan Agreement to the contrary notwithstanding, no provision, covenant, or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Issuer, or the

breach thereof, shall constitute an indebtedness or liability of the Commonwealth or any political subdivision of the Commonwealth or any public corporation or governmental agency existing under the laws thereof, including, without limitation, the Issuer. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Issuer has not obligated itself except with respect to the application of the revenues, income and other property as derived herefrom, as hereinabove provided (other than the fees and expenses of the Issuer and amounts derived from the indemnity provided pursuant to Section 4.3).

Section 9.9 Payments Due on Non-Business Days

Except with respect to Indexed Put Bonds, in any case where the date of maturity of any Bond or the date on which principal, Redemption Price or Purchase Price of or interest on the Bonds shall be payable, or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, Redemption Price or Purchase Price of or interest on any such Bond need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

With respect to Indexed Put Bonds, in any case where the date of maturity of any Bond or the date on which principal, Redemption Price or Purchase Price of or interest on the Bonds shall be payable, or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, Redemption Price or Purchase Price of or interest on any such Bond need not be made on such date but may be made on the next succeeding Business Day, and interest shall accrue on the Bond to the day of payment.

Section 9.10 Bondowners' Benefit; Right of Others To Perform the Obligated Group's Covenants.

All covenants, agreements and representations on the part of the Obligated Group and the Issuer, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the registered owners from time to time of the Bonds, the Trustee, and the indemnified parties listed in Section 4.3 hereof to the extent expressly provided herein, each and all of whom are intended to be third-party beneficiaries of this Loan Agreement. The Obligated Group covenants and agrees to do all things within its power in order to comply with and to enable the Issuer to comply with all requirements and to fulfill and to enable the Issuer to fulfill all covenants of the Indenture.

If the Obligated Group shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the Issuer or the Trustee may (but shall not be obligated to) remedy such default for the account of the Obligated Group and make advances for that purpose. No such performance or advance shall operate to refinance the obligations of the Obligated Group and any sums so advanced by the Issuer or the Trustee shall be immediately due from the Obligated Group to the party advancing the same (who may immediately take any action available at law or in equity to enforce repayment of the same) and shall bear interest at the Trustee's designated "prime rate" plus 2% from the date of the advance until repaid.

Section 9.11 Reliance by Issuer.

Anything in this Loan Agreement to the contrary notwithstanding, the Obligated Group agrees that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, representation or instrument made or provided by the Obligated Group in order to establish the existence of any fact or statement of affairs solely within the knowledge of the Obligated Group, and which is

required to be noticed, represented or certified by the Issuer or the Trustee hereunder or under the Indenture or in connection with any filings, representations or certifications required to be made by the Issuer or the Trustee in connection with the issuance and delivery of the Bonds.

Section 9.12 Disclaimer of Representations.

Neither the Trustee nor the Issuer makes any representation as to the financial position or business condition of the Obligated Group and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made and furnished by the Obligated Group in connection with the sale of the Bonds, or as to the correctness, completeness or accuracy of such statements.

Section 9.13 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 Loan Agreement, 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.

IN WITNESS WHEREOF, the Issuer has executed this Loan Agreement with its seal hereunto affixed and attested by its duly authorized officers and the Obligated Group has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT

By: _____

Mayor

(SEAL)

Attest:

By: _____

Metro Council Clerk

APPROVED AS TO FORM AND LEGALITY:

Jefferson County Attorney

[Signature Page to Series 2016B Loan Agreement]

IN WITNESS WHEREOF, the Issuer has executed this Loan Agreement with its seal hereunto affixed and attested by its duly authorized officers and the Obligated Group has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

NORTON HEALTHCARE, INC.

(SEAL)

Attest:

By: _____

Secretary

By: _____

Michael W. Gough
Senior Vice President and Chief Financial
Officer

NORTON HOSPITALS, INC.

(SEAL)

Attest:

By: _____

Secretary

By: _____

Michael W. Gough
Senior Vice President and Chief Financial
Officer

EXHIBIT A

FORM OF COSTS OF ISSUANCE FUND REQUISITION

REQUISITION NO. ____

The Bank of New York Trust Company, N.A. as Trustee
614 West Main Street, Suite 2600
Louisville, Kentucky 40202

Re: \$_____ Louisville/Jefferson County Metro Government Health System Variable
Rate Revenue Refunding Bonds, Series 2016[B/C] (the "Bonds")

To the Addressee:

The undersigned Norton Healthcare, Inc. (the "Corporation") hereby submits this requisition for payment from the Costs of Issuance Fund established under the Trust Indenture, dated as of _____, 2016 (the "Indenture"), between the Louisville/Jefferson County Metro Government (the "Issuer") and you, as trustee, relating to the Bonds. All capitalized terms used herein and not defined herein shall have the meaning ascribed thereto in the Indenture.

Amount Requested: \$_____

Total Disbursements to Date: _____

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Exhibit A hereto together with the name and address of the person, firm or corporation to whom payment is due.
2. The bills, invoices or statements of account for each obligation referenced in Exhibit A hereto are on file with the Corporation.
3. The Corporation, on behalf of the Obligated Group, hereby certifies that:
 - (a) each obligation mentioned in Exhibit A has been properly incurred, is a proper charge against the Costs of Issuance Fund and has not been the basis of any previous disbursement or requisition;
 - (b) the expenditure of the amount requested under this Requisition is for Costs of Issuance, and all property which has been financed or refinanced with the proceeds of the Bonds is to be owned by a 501(c)(3) tax exempt organization or a governmental unit;
 - (c) the expenditure of the amount requested under this Requisition will not result in the weighted average maturity of the Bonds exceeding more than 120% of the reasonably expected weighted average economic life of the facilities financed or refinanced with the proceeds of the sale of the Bonds; and
 - (d) the expenditures of the amount requested under this Requisition, when added to all disbursements under previous Requisitions, will result in no

more than two percent of the aggregate face amount of the Bonds being used for payment of costs of issuing the Bonds.

This ____ day of _____, 20__.

NORTON HEALTHCARE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A
REQUISITION NO. __