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**BOND PURCHASE CONTRACT**

**\$[PAR AMOUNT]  
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
HEALTH SYSTEM REVENUE BONDS  
(NORTON HEALTHCARE, INC.)  
SERIES 2020A**

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\$[PAR AMOUNT]  
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
HEALTH SYSTEM REVENUE BONDS  
(NORTON HEALTHCARE, INC.)  
SERIES 2020A

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2020

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

Ladies and Gentlemen:

Citigroup Global Markets Inc., as representative (the “**Representative**”) of itself and J.P. Morgan Securities LLC (together, the “**Underwriters**”), offers 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**” and together with the Corporation and any future members, the “**Obligated Group**” and each an “**Obligated Group Member**”), which, upon acceptance, will be binding upon the Issuer, the Corporation, Norton Hospitals 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 Representative upon written notice delivered to the Issuer by the Representative at any time prior to acceptance.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Bond 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 and Norton Hospitals and attached hereto as Exhibit A, the Representative hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the \$[PAR AMOUNT] aggregate principal amount of the Issuer’s Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2020A (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 \$[PAR AMOUNT].00 [plus] [less] a[n] [net] original issue [premium][discount] of \$\_\_\_\_\_, less an underwriters' discount 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 Bond Indenture dated as of [March 1], 2020 (the “**Bond 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 Bond Indenture) made by the Corporation and Norton Hospitals under that certain Loan Agreement dated as of [March 1], 2020 (the “**Loan Agreement**”) by and among the Issuer and the Corporation, on its own behalf and on behalf of the Obligated Group Members (as hereinafter defined) as representative of the Obligated Group (the “**Obligated Group Representative**”), from payments made on the Series 2020A Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Bond 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 2020A Obligation, to the extent and as more particularly described in the Bond Indenture.

The proceeds from the sale of the Bonds will be loaned to the Obligated Group 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, (ii) refund all of the Series 2013A Bonds (as described in the Official Statement, as hereinafter described), and (iii) [fund a debt service reserve fund] pay certain costs of issuing the Bonds]. [A portion of those proceeds, together with other available funds, will be used to refund the Series 2013A Bonds and will be held pursuant to an Escrow Agreement, dated the hereinafter defined Closing Date (the “**Escrow Agreement**”) made and executed by the Corporation, as Obligated Group Representative, and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**Escrow Agent**”), until the redemption date of the Series 2013A Bonds.]

The Corporation, as Obligated Group Representative, will issue its Norton Healthcare, Inc. and Norton Hospitals, Inc. Series 2020A Master Obligation (the “**Series 2020A 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. [X] to the Master Indenture, dated as of [March 1], 2020 (the “**Supplemental Indenture No. [X]**”), by and between the Corporation, as Obligated Group Representative, 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 Supplemental Indenture No. [X] also includes certain Springing Amendments to become effective as described in the Official Statement.]

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 Corporation, as Obligated Group Representative, will enter into a [Tenth] Amendment to Security Agreement dated as of [March 1], 2020 (the “**Amendment to Security Agreement**”) to secure the payment of the Series 2020A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement dated as of March [1], 2020 (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. 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 \_\_\_\_\_, 2020 (as amended or supplemented from time to time as provided herein, the “**Official Statement**”), substantially in the form of the Preliminary Official Statement dated \_\_\_\_\_, 2020 (the “**Preliminary Official Statement**”), with only such changes therein as have been accepted by the Representative, 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 Representative) and Norton Hospitals by its Authorized Officer (or such other officer as is acceptable to the Representative). 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 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 Bond 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 March \_\_, 2020, or at such earlier or later time or date as shall be agreed by the Issuer and the Representative (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 [Stites & Harbison PLLC in Louisville, Kentucky], 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 (the “**Procedures Letter**”) 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 Bond 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 Bond 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). This Bond Purchase Agreement constitutes, and the Bond Indenture and Loan Agreement will constitute at the Closing, the valid and binding obligations of the Issuer (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 Bond 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, pending or known to

the Issuer to be 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 Bond 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 15c-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 Representative and the Corporation. If, in the opinion of the Representative, 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 Representative,

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 Bond 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 Bond Indenture and the Loan Agreement.

(i) The Issuer is not (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 transactions contemplated by this Bond Purchase Contract, 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 transactions contemplated by this Bond Purchase Contract 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 transactions contemplated by this Bond Purchase Contract.

(j) 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 Bond Purchase Contract; at the Closing, the execution and delivery of this Bond Purchase Contract, the Bond Indenture, the Preliminary Official Statement or the Official Statement; or the consummation of any transaction therein or herein contemplated, 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).

(k) 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. [X], the Series 2020A Obligation, the Bond 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 Representative, with only such changes as shall have been agreed to in writing by the Representative 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 Representative, 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 Orrick, Herrington & Sutcliffe 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 Representative.

(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) The Underwriters shall have the right to terminate this Bond Purchase Contract by written notification 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, if, after the execution hereof and prior to the Closing, any of the following events shall occur in the sole and reasonable judgment of the Underwriters (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 effective as of a date prior to the Closing [and applicable to the Bonds]) shall be 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 issued, 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 federal or state taxation of interest received on obligations of the general character of the Bonds, which, in the judgment of the Representative, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(2) an order, decree or injunction of any court of competent jurisdiction or a stop order, release, ruling, regulation, proposed regulation, statement 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 Bond 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) any outbreak or escalation of hostilities 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 (iv) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, county or other political subdivision located in the United States having a population of over 1,000,000, which, in the judgment of the Representative, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; 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 having jurisdiction, 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 which, in the judgment of the Representative, [would make it impractical or inadvisable to proceed with the offering and closing of the Bonds as contemplated in the Official Statement or] materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; 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, in the judgment of the Representative, [which would make it impractical or inadvisable to proceed with the offering and closing of the Bonds as contemplated in the Official Statement or] materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; 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 [unenanced] 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 or occur 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 or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein, in the 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 in a manner satisfactory to the Underwriters, or the effect of the Official Statement as so supplemented is, in the judgment of the Representative, to materially adversely affect the market or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), 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 6 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 Representative and the Issuer:

(1) The unqualified approving opinion of Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix [E] to the Official Statement, together with a supplemental opinion of Bond Counsel in substantially the form attached hereto as Exhibit C;

(2) The opinion of Issuer Counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit D;

(3) The opinion, dated the Closing Date and addressed to the Issuer, the Underwriters and the Corporation, of Kutak Rock LLP, counsel to the Obligated Group, in substantially the form attached hereto as Exhibit E;

(4) 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 F;

(5) 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;

(6) The Master Indenture (conformed copy), the Series 2020A Obligation (specimen copy), the Security Agreement (specimen copy),

Supplemental Indenture No. [X], the Bond 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;

(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 Bond Indenture) pledged under the Bond Indenture; (ii) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Bond Indenture, the Loan Agreement or this Bond Purchase Contract; or (iii) in any way contesting the existence or powers of the Issuer; (b) the representations of the Issuer contained in this Bond Purchase Contract remain true and accurate as if made on the Closing Date and (c) 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 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 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 G;

(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 2020A Obligation;

(10) Certified copies of the Ordinance of the Issuer authorizing the execution and delivery of the Bond 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 \_\_\_\_\_, 2020 of the Board of Trustees of the Corporation and Norton Hospitals authorizing the execution and delivery of the Loan Agreement, the Supplemental Indenture

No. [X], the Series 2020A Obligation, the Amendment to Security Agreement, the Escrow Agreement, the Disclosure Agreement and the Letter of Representation, approving this Bond Purchase Contract, the Bond 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 Bond 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 Issuer 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. [X], the Series 2020A Obligation, the Bond 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. **Establishment of Issue Price.**

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except for the maturities set forth in Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Contract at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in [the final official statement] [Exhibit B attached hereto]. Exhibit B also sets forth, as of the date of this Bond Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that (i) the Representative will retain the unsold Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such Bonds to any other Underwriter and (ii) the restrictions set forth

in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “***hold-the-offering-price rule***”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Representative will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Issuer [and the Corporation] when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement to comply with its agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that:

- (i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-



the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or an Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or an Underwriter and as set forth in the related pricing wires.

(e) The Representative, on behalf of the Underwriters, acknowledges that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Representative or lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Contract by all parties.

6. **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, and the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review shall be paid by the Corporation. The Corporation shall pay for expenses incurred on behalf of the Obligated Group Members' employees which are directly related to the offering of the Bonds, including but not limited to, meals, transportation and lodging 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 Bond Indenture and Tax Agreement.

7. **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 Citigroup Global Markets Inc., [3455 Peachtree Road NE, Suite 620, Atlanta, Georgia 30326, Attention: David Kasdin]. 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.

8. **Governing Law.**

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

9. **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.

10. **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. This Bond Purchase Contract embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

11. **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.

12. **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]

**CITIGROUP GLOBAL MARKETS INC.,**  
as Representative of the Underwriters

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: \_\_\_\_\_  
Adam Kempf  
Senior Vice President and Chief Financial Officer

**NORTON HOSPITALS, INC.**

By: \_\_\_\_\_  
Adam Kempf  
Senior Vice President and Chief Financial Officer

**EXHIBIT A TO  
BOND PURCHASE CONTRACT**

LETTER OF REPRESENTATION

\_\_\_\_\_, 2020

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

Citigroup Global Markets Inc.  
[388 Greenwich Street - Trading, 6th Floor  
New York, New York 10013]

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

Ladies and Gentlemen:

The Louisville/Jefferson County Metro Government (the “**Issuer**”) proposes to enter into a Loan Agreement with Norton Healthcare, Inc. (the “**Corporation**”), as Obligated Group Representative, dated as of [March 1], 2020 (the “**Loan Agreement**”). Pursuant to a Bond Purchase Contract, dated the date hereof (the “**Bond Purchase Contract**”), between the Issuer and Citigroup Global Markets Inc., as representative (the “**Representative**”) of itself and J.P. Morgan Securities LLC (together, the “**Underwriters**”), which the Corporation and Norton Hospitals, Inc. (“**Norton Hospitals**”) have approved, the Issuer proposes to sell the \$[PAR AMOUNT] aggregate principal amount of the Issuer’s Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2020A (the “**Bonds**”) identified on Exhibit B hereto. The offering of the Bonds is described in a Preliminary Official Statement dated \_\_\_\_\_, 2020 (the “**Preliminary Official Statement**”) and in an Official Statement dated \_\_\_\_\_, 2020 (the “**Official Statement**”).

The Bonds shall be issued and secured under the provisions of a Bond Indenture dated as of [March 1], 2020 (the “**Bond 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 2020A Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Bond 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 2020A Obligation, to the extent and as more particularly described in the Bond 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, (ii) refund all of the Series 2013A Bonds (as described in the Official Statement, as hereinafter described), and (iii) [fund a debt service reserve fund] pay certain costs of issuing the Bonds]. [Those proceeds, together with other available funds, to be used to refund the Series 2013A Bonds will be held pursuant to an Escrow Agreement, dated the hereinafter defined Closing Date (the “**Escrow Agreement**”) made and executed by the Corporation, as Obligated Group Representative, and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**Escrow Agent**”), until the redemption date of the Series 2013A Bonds.]

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 Corporation, as Obligated Group Representative, will issue its Norton Healthcare, Inc. and Norton Hospitals, Inc. Series 2020A Master Obligation (the “**Series 2020A 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. [X] to the Master Indenture dated as of [March 1], 2020 (the “**Supplemental Indenture No. [X]**”), by and among the Corporation, as Obligated Group Representative, and the Master Trustee and supplementing the Master Indenture. [The Supplemental Indenture No. [X] also includes certain Springing Amendments to become effective as described in the Official Statement.]

Pursuant to the terms of the Master Indenture and the Supplemental Indenture No. [X], each Member of the Obligated Group will be jointly and severally obligated to make payments on the Series 2020A 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 Corporation, as Obligated Group Representative, will enter into a [Tenth] Amendment to Security Agreement dated as of [March 1], 2020 (the “**Amendment to Security Agreement**”) to secure the payment of the Series 2020A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement, dated as of [March 1], 2020 (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 nonstock, 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. [X], the Series 2020A Obligation, the Amendment to Security Agreement, the Escrow Agreement and the Disclosure Agreement, (ii) approve the Bond Purchase Contract, the Bond Indenture, the Preliminary Official Statement and the Official Statement and to carry out and consummate all transactions contemplated by the Bond Purchase Contract, the Bond Indenture, the Official Statement, the Master Indenture, the Security Agreement and the Corporation Documents, and (iii) by proper corporate action has duly authorized the execution and delivery of the Corporation Documents and the approval of the Bond Purchase Contract, the Bond 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 Bond 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 Bond 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 Bond 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 Bond 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 Bond 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, 2018, 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, 2018 and 2017, 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, 2018 and 2017, and as of October 31, 2019, and the related summary consolidated statement of activities for the fiscal years ended December 31, 2018 and 2017 and the ten-month periods ended October 31, 2019 and October 31, 2018, included in Appendix A 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 Obligated Group 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 Obligated Group and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Obligated Group 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 Obligated Group 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 Obligated Group 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 Obligated Group 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 6 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 Representation 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 the 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: \_\_\_\_\_

Adam Kempf  
Senior Vice President and Chief Financial Officer

**NORTON HOSPITALS, INC.**

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

Adam Kempf  
Senior Vice President and Chief Financial Officer

Accepted and Agreed to:

**CITIGROUP GLOBAL MARKETS INC.,**  
as Representative of the Underwriters

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**

<u>Maturity Date</u> <u>( )</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
------------------------------------	-----------------------------------	--------------------------------	--------------	--------------

\$ \_\_\_\_\_ % Term Bond due \_\_\_\_\_, 20\_\_ – Price \_\_\_\_\_ to Yield \_\_\_\_ %  
\$ \_\_\_\_\_ % Term Bond due \_\_\_\_\_, 20\_\_ – Price \_\_\_\_\_ to Yield \_\_\_\_ %

\_\_\_\_\_  
<sup>c</sup> Priced to first call date of \_\_\_\_\_ 1, 20\_\_ at par.

**REDEMPTION PROVISIONS**

***Optional Redemption***

The Bonds maturing on or after \_\_\_\_\_, 20\_\_ are subject to redemption prior to their Maturity Date on any date on or after \_\_\_\_\_, 20\_\_, at the option of the Corporation, in whole or in part in Authorized Denominations, at any time, in such amounts as may be designated

by the Corporation, at a Redemption Price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

***Extraordinary Optional Redemption***

The Bonds are subject to redemption prior to their stated maturity, at the option of the Issuer (which option shall be exercised upon Request of the Corporation given to the Bond Trustee at least two Business Days prior to the date notice of redemption needs to be sent by the Bond Trustee to the Holders (or such shorter period as may be acceptable to the Bond Trustee)) in whole or in part on any Business Day, from hazard insurance or condemnation proceeds received with respect to the facilities of any of the Obligated Group Members and deposited in the Optional Redemption Fund, at a Redemption Price equal to the principal amount thereof, plus accrued interest thereon (if any) to the date fixed for redemption, without premium.

***[Mandatory Redemption]***

The Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to redemption in part prior to their stated maturity from Sinking Fund Installments on the date that any Sinking Fund Installment is due at a Redemption Price equal to the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the redemption date and without premium at the following amounts and on the following dates:

**Sinking Fund Installment Date**

(\_\_\_\_\_)

**Sinking Fund Installments**

\$

†  
\_\_\_\_\_  
† Maturity

The Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to redemption in part prior to their stated maturity from Sinking Fund Installments on the date that any Sinking Fund Installment is due at a Redemption Price equal to the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the redemption date and without premium at the following amounts and on the following dates:

**Sinking Fund Installment Date**  
 (\_\_\_\_\_)

**Sinking Fund Installments**  
 \$

†  
 \_\_\_\_\_  
 † Maturity



**EXHIBIT C TO  
BOND PURCHASE CONTRACT**

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[To be updated to reflect Orrick form.]

\_\_\_\_\_, 20\_\_

To:   Louisville/Jefferson County Metro Government  
      Louisville, Kentucky

      Norton Healthcare, Inc.  
      Louisville, Kentucky

      Norton Hospitals, Inc.  
      Louisville, Kentucky

      The Bank of New York Mellon Trust Company, N.A.  
      Louisville, Kentucky

      Citigroup Global Markets Inc.  
      New York, New York

      J.P. Morgan Securities LLC  
      New York, New York

We have served as bond counsel to our client Norton Healthcare, Inc. (the “Corporation”) and Norton Hospitals, Inc. (“Norton Hospitals”) and not as counsel to any other person in connection with the issuance by Louisville/Jefferson County Metro Government (the “Issuer”) of its \$[PAR AMOUNT] Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2020A (the “Bonds”), dated the date of this letter.

We have rendered on this date our legal opinion as bond counsel concerning the Bonds. This supplemental opinion letter is rendered pursuant to Section 3(e)(1) of the Bond Purchase Contract, dated \_\_\_\_\_, 2020 (the “Purchase Contract”), between the Issuer and the Underwriters therein named, and approved by the Corporation and Norton Hospitals. Capitalized terms not otherwise defined in this letter are used as defined in the Bond Indenture, dated as of [March 1], 2020 (the “Bond Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as bond trustee, or the Purchase Contract, as applicable.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Bonds, the Purchase Contract, the Bond Indenture, the Loan Agreement, the Master Indenture, the Series 2020A Obligation, Supplemental Indenture No. [X], the Security Agreement, the Amendment to the Security Agreement, the Escrow Agreement, and such other documents, matters and law as we deem necessary to render the opinions and advice set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Purchase Contract has been duly authorized, executed and delivered by the Issuer and assuming due authorization, execution and delivery by the Underwriters, is a valid and binding agreement of the Issuer.
2. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Bond Indenture and the Loan Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended.

We also advise you that the statements in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “THE BONDS” (other than the information relating to DTC and its book-entry system, as to which we express no view), “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and in APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS” insofar as such statements describe certain provisions of the Bond Indenture, the Loan Agreement, the Escrow Agreement, and the Bonds, and the statements under the caption “TAX MATTERS,” are accurate and fairly present the information purported to be shown. [Appendix Summary, if any, of Amended and Restated Master Indenture]

The opinions and advice stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Corporation, Norton Hospitals and the Issuer, and (iii) the correctness of the legal conclusions contained in the legal opinion letters of Kutak Rock LLP, as counsel to the Obligated Group, and Michael O’Connell, Esq., Jefferson County Attorney, as counsel to the Issuer, delivered in connection with this matter.

The rights of the Underwriters under the Purchase Contract and the enforceability of the Purchase Contract are subject to bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion, and to limitations on legal remedies against public entities. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the Purchase Contract.

This letter is furnished to the Underwriters solely for their benefit in their capacity as Underwriters in connection with the original issuance of the Bonds and may not be relied upon for any other purpose or by any other person, including the holders, owners or beneficial owners of the Bonds. The opinions and advice in this letter are stated only as of this date, and no other opinion or advice shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement as bond counsel with respect to the Bonds has concluded on this date.

Respectfully submitted,

**EXHIBIT D TO  
BOND PURCHASE CONTRACT**

FORM OF OPINION OF ISSUER COUNSEL

[To be updated.]

[Closing Date]

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

Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105

Citigroup Global Markets Inc.  
[388 Greenwich Street - Trading, 6th Floor  
New York, New York 10013]

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

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

Norton Healthcare, Inc.,  
as Obligated Group Representative  
4967 U.S. Highway 42, Suite 100  
Louisville, Kentucky 40222

Re:    \$[PAR AMOUNT]  
      Louisville/Jefferson County Metro Government Health System  
      Revenue Bonds (Norton Healthcare, Inc.), Series 2020A

Ladies and Gentlemen:

In my capacity as counsel to the Louisville/Jefferson County Metro Government (the “**Issuer**”), a consolidated local government and political subdivision of the Commonwealth of Kentucky (the “**Commonwealth**”), I have reviewed and am familiar with certain documents with respect to the issuance of the \$[PAR AMOUNT] aggregate principal amount of Louisville/Jefferson County Metro Government Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2020A (the “**Bonds**”), delivered on the date hereof, including (i) the Loan Agreement, dated as of [March 1], 2020 (the “**Loan Agreement**”), among the Issuer and Norton Healthcare, Inc. (the “**Corporation**”, and, together with Norton Hospitals, Inc., the “**Obligated Group**”), in its capacity as Obligated Group Representative; (ii) the Bond Indenture, dated as of [March 1], 2020 (the “**Bond Indenture**”); between the Issuer and The Bank of New York Mellon

Trust Company, N.A., as trustee (the “**Trustee**”); (iii) the Bond Purchase Contract, dated \_\_\_\_\_, 2020 (the “**Purchase Contract**”), among the Issuer, Citigroup Global Markets Inc., as representative (the “**Representative**”) of itself and J.P. Morgan Securities LLC (collectively, the “**Underwriters**”), as Underwriters for the Bonds, and approved by the Obligated Group; (iv) the Tax Compliance Agreement, dated the date hereof (the “**Tax Agreement**”), among the Issuer, the Obligated Group, and the Trustee; (v) the Preliminary Official Statement, dated \_\_\_\_\_, 2020, as amended or supplemented (the “**Preliminary Official Statement**”); and (vi) the Official Statement, dated \_\_\_\_\_, 2020, -as amended or supplemented (the “**Official Statement**”), related to the issuance and sale of the Bonds.

I have examined the originals, or copies certified or otherwise identified to my satisfaction, of such minutes and records of the Issuer, and such other agreements, instruments, and documents as I have deemed necessary or reasonable as a basis for the opinions hereinafter expressed. As to questions of fact material to my opinions, which were not independently established, I have relied upon such representations and statements made to me by officers of the Issuer (and have not otherwise conducted an investigation of their or its affairs). Except for the Issuer, I have assumed the due execution and delivery, pursuant to due authorization, by all parties thereto, of the agreements, documents, and instruments to which the Issuer is a party.

Based upon such examination, I am of the opinion, as of the date hereof and under existing law, as follows:

The Issuer is a consolidated local government and political subdivision of the Commonwealth.

The ordinance of the Issuer approving and authorizing the execution and delivery of the Bond Indenture, the Loan Agreement, the Purchase Contract, the Tax Agreement, the Bonds, and the Official Statement was duly adopted at a meeting of the Metro Council of the Issuer which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

To my knowledge, there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body, pending or threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Bond Indenture or the Loan Agreement, (ii) contesting or adversely affecting any authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Loan Agreement, the Bond Indenture, the Purchase Contract, or the Tax Agreement or (iii) contesting the existence or powers of the Issuer with respect to the issuance of the Bonds or the security therefor wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Bond Indenture, the Purchase Contract, the Tax Agreement, the Loan Agreement, or the validity of the Bonds.

To my knowledge, the execution and delivery of the Bonds, the Bond Indenture, the Loan Agreement, the Tax Agreement, and the Purchase Contract, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not in any material respect conflict with or violate or cause a material breach of or material default under any material agreement or

instrument to which the Issuer is a party or by which the Issuer is bound or any existing Kentucky court-order or consent decree to which the Issuer is subject.

The Loan Agreement, the Bond Indenture, the Bonds, the Tax Agreement, and the Purchase Contract have been duly authorized, executed, and delivered by the Issuer.

The Preliminary Official Statement has been duly authorized and the Official Statement has been duly authorized, executed and delivered by the Issuer, provided that the Issuer has not participated in the preparation of the Preliminary Official Statement or the Official Statement and has not verified the accuracy of the information contained therein other than the information contained therein under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION —The Issuer.” No information has come to my attention that would cause me to believe that, as of its date, at the pricing date for the Bonds and on the date hereof, the information in the Preliminary Official Statement and the Official Statement as to the Issuer under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION — The Issuer,” contained or contains any untrue statement of a material fact or omitted or omits to state a material fact which is required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

My opinions are limited by and subject to the following:

My opinions are limited solely to those set forth above and are based solely upon the laws of the Commonwealth. I specifically render no opinions pertaining to any matters not specifically stated herein or as to the effects of any documents to be construed under other than the laws of the Commonwealth.

My opinions are subject to the qualification that the provisions of the Bonds, the Purchase Contract, the Bond Indenture, the Tax Agreement, and the Loan Agreement respecting payment, if any, of attorneys’ fees and expenses of collection as remedies upon default will, to the extent that the substantive laws of the Commonwealth govern such provisions, be limited to those attorneys’ fees recoverable pursuant to KRS 411.195 and KRS 453.260.

In rendering those opinions set forth above which are stated as being rendered “to my knowledge,” I have, as to factual matters upon which such opinions are based, and with your permission, relied, without further inquiry, upon the representations set forth in certificates of officers of the Issuer contained in the closing transcript for the Bonds as to the identity of agreements and other instruments to which the Issuer is a party or by which it is bound, for a listing of litigation to which the Issuer is a party, and for other factual matters.

I express no opinion with respect to the enforceability of any indemnification or contribution provisions that may be contained in the Bonds, the Purchase Contract, the Tax Agreement, the Bond Indenture, and the Loan Agreement to the extent they call for the indemnification of a party against its own negligence or willful misconduct or for any violation of the securities laws of the United States of America or any state, or the validity of any provisions purporting to determine the jurisdiction whose laws shall govern the interpretation, construction, and enforcement of the Bonds, the Purchase Contract, the Tax Agreement, the Bond Indenture, and the Loan Agreement.

The information and opinions set forth above are as of the date of this opinion letter, and I disclaim any undertaking to advise the addressees hereto of changes in law that hereafter may be brought to my attention. This opinion is for the exclusive use of, and may only be relied upon by, the above addressees.

Very truly yours,

Michael J. O'Connell  
Jefferson County Attorney

**EXHIBIT E TO  
BOND PURCHASE CONTRACT**

**FORM OF OPINION OF COUNSEL TO THE OBLIGATED GROUP**

[To be updated to reflect Kutak Rock form.]

Norton Healthcare, Inc.  
4967 U.S. Highway 42, Suite 100  
Louisville, Kentucky 40222

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

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

Citigroup Global Markets Inc.  
[388 Greenwich Street - Trading, 6th Floor  
New York, New York 10013]

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

Re:   Louisville/Jefferson County Metro Government Health System  
      Revenue Bonds (Norton Healthcare, Inc.), Series 2020A

Ladies and Gentlemen:

We have acted as counsel to Norton Healthcare, Inc. (the “Corporation”) and Norton Hospitals, Inc. (“Hospitals” and, together with the Corporation, the “Obligated Group”), both nonstock, nonprofit Kentucky corporations, in connection with the issuance and sale by Louisville/Jefferson County Metro Government (the “Issuer”) of \$[PAR AMOUNT] aggregate principal amount of the Issuer’s Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2020A (the “2020A Bonds” or the “Bonds”).

In connection with our representation of the Obligated Group, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, records, and other instruments as we have deemed necessary or appropriate for the purposes of this opinion (this “Opinion”) including the following:

(A)   certified copies of the respective Articles of Incorporation and Bylaws, as amended to date, of the Corporation and Hospitals;

(B)   certificates of existence for the Corporation and Hospitals, issued by the Secretary of State of the Commonwealth of Kentucky;



(C) certified copies of the resolutions adopted by the respective Boards of Trustees of the Corporation and Hospitals authorizing or approving participation in matters relating to the issuance and sale of the Bonds and the execution and delivery of all related documents;

(D) executed copies of the Amended and Restated Master Trust Indenture dated as of September 15, 1997 (the “Master Trust Indenture”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., successor to Bank One, NA and Bank One, Kentucky, NA, as trustee (the “Master Trustee”), as previously supplemented and amended (the “Master Indenture”), [Supplemental Master Trust Indenture No. 17, dated as of July 1, 2016 (“Supplemental Indenture No. 17”), among the Corporation and Hospitals, as the Obligated Group, and the Master Trustee] and Supplemental Master Trust Indenture No. [X], dated as of [March 1], 2020 (“Supplemental Indenture No. [X]”), between the Corporation, as the Obligated Group Representative, and the Master Trustee.

(E) an executed copy of Norton Healthcare, Inc. and Norton Hospitals, Inc. Master Obligation, Series 2020A, dated March \_\_, 2020 (the “Series 2020A Obligation”);

(F) an executed copy of the Loan Agreement dated as of [March 1], 2020, among the Issuer and the Corporation, as Obligated Group Representative, relating to the Bonds (the “Loan Agreement”);

(G) an executed copy of the Bond Indenture dated as of [March 1], 2020 relating to the Bonds (the “Bond Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Bond Trustee”);

(H) an executed copy of the Tax Agreement of even date herewith (the “Tax Agreement”) by and among the Issuer, the Corporation, and the Bond Trustee;

(I) an executed copy of the Disclosure Dissemination Agent Agreement dated as of [March 1], 2020 (the “Disclosure Agreement”) among the Corporation, Hospitals and Digital Assurance Certification, L.L.C. as dissemination agent;

(J) an executed copy of the Bond Purchase Contract, dated as of \_\_\_\_\_, 2020 relating to the Bonds (the “Purchase Contract”) by and among the Issuer and Citigroup Global Markets Inc., as representative of itself and J.P. Morgan Securities LLC, as underwriters (the “Underwriters”), and approved by the Corporation and Hospitals including the Letter of Representation executed by the Corporation and Hospitals (the “Letter of Representation”); and

(K) executed copies of the Security Agreement dated as of September 1, 2000, as previously supplemented and amended, and the [Tenth] Amendment to Security Agreement dated as of [March 1], 2020 (as so amended, “Security Agreement”), among the Corporation, Hospitals and the Master Trustee.

(L) an executed copy of the Escrow Agreement, dated as of March \_\_, 2020 (the “Escrow Agreement”) made and executed by the Corporation, as Obligated Group Representative, and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

(M) the Preliminary Official Statement dated \_\_\_\_\_, 2020 relating to the Bonds (the “Preliminary Official Statement”).

(N) the Official Statement dated \_\_\_\_\_, 2020 executed by the Issuer, the Corporation and Hospitals, relating to the Bonds (the “Official Statement”).

In rendering this Opinion, in addition to the documents enumerated above, we have reviewed and examined such documents, instruments and other matters which we considered necessary or appropriate for the purpose of rendering this Opinion. In such review, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures (other than those of officers of the Corporation and Hospitals), the legal capacity of natural persons and the conformity to the originals of all documents submitted to us as copies. As to any questions of fact material to or included in this Opinion, we have assumed the accuracy and validity of, and have relied upon the representations made, in the documents enumerated above and upon certificates of officers of the Corporation and Hospitals.

For purposes of this Opinion, we have assumed the due authorization, execution and delivery of the above enumerated documents, where appropriate, by the parties to such documents other than the Corporation and Hospitals.

Based upon the foregoing, and subject to the qualifications and limitations set forth below, we are of the opinion that:

1. Based solely on certificates of the Secretary of State of the Commonwealth of Kentucky, the Corporation and Hospitals are each nonstock, nonprofit corporations duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Kentucky. The Corporation and Hospitals have full corporate power and authority to own and operate their respective assets and business.

2. The Corporation and Hospitals are corporations organized and, to our knowledge, operating exclusively for educational and charitable purposes, not for pecuniary profit, and, to our knowledge after due inquiry, no part of whose net earnings inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of Subsection 3(a)(4) of the Securities Act of 1933, as amended, and of Subsection 12(g)(2)(D) of the Securities Exchange Act of 1934, as amended. The Corporation and Hospitals are each organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and, to our knowledge after due inquiry, are in compliance with the terms, conditions and limitations of such Code section and the regulations promulgated thereunder.

3. No authorization, consent, approval or review of any court, public or governmental body or regulatory authority is or was required for the authorization, execution and delivery by the Corporation and Hospitals, as applicable, of the Master Indenture, [Supplemental Indenture No. 17,] Supplemental Indenture No. [X], the Series 2020A Obligation, the Security Agreement, the Loan Agreement, the Tax Agreement, the Disclosure Agreement, the Escrow Agreement, or the Letter of Representation (collectively, the foregoing are referred to as the “Obligated Group Agreements”), or the approval by the Corporation and Hospitals of the Bond

Indenture, the Bonds, the Purchase Contract, the Preliminary Official Statement and the Official Statement, except for such as may be required under state securities laws.

To our knowledge after due inquiry, no consent or approval of any trustee or holder of any indebtedness of the Corporation or any other Member of the Obligated Group not heretofore obtained is or was required for the due execution and delivery of, or performance of their respective obligations under, any of the Obligated Group Agreements or the approval by the Corporation and Hospitals of the Bond Indenture, the Bonds, the Purchase Contract, the Preliminary Official Statement and the Official Statement, except such as have been duly obtained or made and are in full force and effect.

(4) The Corporation and Hospitals, as applicable, have, or had at the time of execution thereof in respect of execution and delivery, full corporate right, power and authority to execute, deliver and perform the Obligated Group Agreements and all related documents.

(5) The Corporation and Hospitals have full corporate right, power and authority to approve the Purchase Contract, the Preliminary Official Statement, the Official Statement, the Bond Indenture and the Bonds and to perform the acts or things as provided for in the Purchase Contract.

(6) The execution, delivery and performance of the Obligated Group Agreements and the approval by the Corporation and Hospitals of the Bond Indenture, the Bonds, the Purchase Contract, the Preliminary Official Statement and the Official Statement were duly authorized by all necessary corporate action by the Corporation and Hospitals, as applicable. Each Obligated Group Agreement has been duly executed and delivered by the Corporation and Hospitals, as applicable, and each Obligated Group Agreement constitutes a legal, valid and binding obligation of the Corporation and Hospitals enforceable in accordance with its respective terms.

(7) (i) The execution, delivery and performance of the Corporation's and Hospitals' obligations under, or approval by the Corporation and Hospitals, as applicable, of the Obligated Group Agreements; (ii) the approval by the Corporation and Hospitals of the Bonds, the Bond Indenture, the Purchase Contract, the Preliminary Official Statement and the Official Statement; (iii) the compliance by the Corporation and Hospitals, as applicable, with the provisions of the Obligated Group Agreements, and the Purchase Contract; and (iv) the application of the proceeds of the Bonds for the purposes described in the Purchase Contract and the Official Statement, in each case do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation, as amended, or the Bylaws, as amended, or resolutions of the Corporation or Hospitals.

(8) To our knowledge after due inquiry, (i) the execution, delivery and performance of the Corporation's and Hospitals' obligations under, or approval by the Corporation and Hospitals, as applicable, of the Obligated Group Agreements and the Purchase Contract; (ii) the approval by the Corporation and Hospitals of the Bonds, the Bond Indenture, the Purchase Contract, the Preliminary Official Statement and the Official Statement; (iii) compliance by the Corporation and Hospitals, as applicable, with the provisions of the Obligated Group Agreements and the Purchase Contract; and (iv) the application of the proceeds of the Bonds for the purposes

described in the Purchase Contract and the Official Statement: (a) do not and will not conflict with or result in the breach of, in any material respect, any agreement, indenture, mortgage, lease or instrument to which the Corporation or Hospitals is a party or by which the Corporation or Hospitals or their respective properties is or may be bound; (b) do not and will not conflict with or result in the breach of, in any material respect, any existing law or court or administrative regulation, decree or order which is applicable to the Corporation or Hospitals or any of their respective properties or transactions of the type contemplated by the Obligated Group Agreements defined above; (c) do not and will not result in the creation or imposition of any lien of any nature upon any property of the Corporation or Hospitals, other than as permitted under the Master Indenture, the Security Agreement, [Supplemental Indenture No. 17] and Supplemental Indenture No. [X]; and (d) do not and will not impair the status of either the Corporation or Hospitals as an organization described in Section 501(c)(3) of the Code.

(9) The Corporation and Hospitals have each duly approved the Preliminary Official Statement and duly approved, executed and delivered the Official Statement and such approval, execution and delivery was duly authorized by all necessary corporate action. In the course of the preparation and review of the Preliminary Official Statement and the Official Statement (collectively the “Offering Documents”), we participated in numerous conferences with certain of the Obligated Group’s officers and with their independent certified public accountants. We have not independently verified and are not passing upon, and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Offering Documents, except as set forth in paragraph 10 below; however, as of the date of the Preliminary Official Statement, as of the date of the Official Statement, as of the pricing of the Bonds and as of the date hereof, nothing has come to our attention which would lead us to believe that the descriptions and information contained in the Offering Documents contain or contained an untrue statement of a material fact and did not and does not 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; it being understood that we express no opinion herein with respect to (x) financial statements and other statistical and financial data and forecasts included in the Offering Documents or (y) information included in the Offering Documents relating to the Issuer, the Underwriters, the Bond Trustee, the Master Trustee, the underwriting, The Depository Trust Company (“DTC”), the Rating Agencies or the Ratings.

(10) We advise you that the statements in the Offering Documents under the captions “INTRODUCTION,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and in APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS” insofar as such statements describe provisions of the Master Indenture, Supplemental Indenture No. 17, Supplemental Indenture No. [X], the Series 2020A Obligation and the Security Agreement are accurate and fairly present the information purported to be shown.

(11) To our knowledge after due inquiry, the Corporation and Hospitals have not taken or omitted to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Bond Indenture or the Loan Agreement.

(12) Except as described in the Offering Documents, to our knowledge after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or

by any public board or body pending or, to our knowledge, threatened against the Corporation or Hospitals or their respective properties wherein an unfavorable decision, ruling or finding would: (a) have a material adverse effect on (i) the financial condition of the Corporation or Hospitals or the operation by the Corporation or Hospitals of their respective properties, (ii) the transactions contemplated in the Obligated Group Agreements or the Purchase Contract, (iii) the tax-exempt status of the Corporation or Hospitals, or (iv) the validity or enforceability, in accordance with their respective terms, of the Obligated Group Agreements or any material agreement or instrument by which the Corporation or Hospitals or their respective properties is or may be bound; or (b) would in any way contest the legal existence or powers of the Corporation or Hospitals.

(13) All requirements and conditions precedent to the issuance, authentication and delivery of the Series 2020A Obligation, as set forth in the Master Indenture and Supplemental Indenture No. [X] have been complied with and satisfied.

(14) The Series 2020A Obligation (i) has been duly executed, authenticated and delivered by or on behalf of the Corporation and Hospitals in accordance with the provisions of the Master Indenture and Supplemental Indenture No. [X]; (ii) constitutes the valid and legally binding obligation of the Corporation and Hospitals, enforceable in accordance with its terms; and (iii) is entitled to the benefits of the Master Indenture, as amended, equally and ratably with all other outstanding Master Obligations except as otherwise provided with respect to the Master Obligations issued pursuant to Supplemental Master Trust Indenture No. 4, Supplemental Master Trust Indenture No. 5, Supplemental Master Trust Indenture No. 7, and Supplemental Master Trust Indenture No. 8.

(15) The Series 2020A Obligation is exempt from registration under the Securities Act of 1933, as amended, and the Master Indenture, [Supplemental Indenture No. 17] and Supplemental Indenture No. [X] are exempt from qualification under the Bond Indenture Act of 1939, as amended.

(16) The Master Indenture and the Security Agreement create in favor of the Master Trustee, as security for the obligations of the Obligated Group under the Master Indenture, a security interest in the right, title and interest of the Obligated Group in the collateral described therein to the extent such security interest can be created under Article 9 of the Kentucky UCC.

Such security interest has been perfected under the Kentucky UCC to the extent it can be perfected solely by the filing of financing statements in the Office of the Secretary of State of the Commonwealth of Kentucky.

The foregoing opinions are subject to the following additional qualifications and limitations:

- (1) The opinions expressed above with respect to the enforceability of the Obligated Group Agreements and instruments referenced herein to which the Corporation and Hospitals are parties are qualified to the extent that (a) the enforceability of any provision of the Obligated Group Agreements, or of any rights granted pursuant to any of the Obligated Group Agreements, may be subject to and affected by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent

conveyance or similar laws affecting the enforcement of rights of creditors generally; (b) the enforceability of the Obligated Group Agreements is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (c) certain rights, remedies and waivers contained in the Obligated Group Agreements may be limited or rendered ineffective by applicable laws or judicial decisions governing such provisions or governing principles of commercial reasonableness, good faith and fair dealing.

With respect to the opinion expressed in paragraph 14, the obligation of the existing Obligated Group Members or any future Obligated Group Member to provide funds for the payment of Master Obligations, whether pursuant to direct payments, loans or transfers of funds for such purpose, may not be enforceable if (i) the purpose for which the Master Obligation was issued is inconsistent with the charitable purposes of the Obligated Group Member from which such payment is requested or required, (ii) the transfer of funds from an Obligated Group Member to provide for such payment or the payment of such Master Obligation by another Obligated Group Member may violate charitable trust principles, which vary from jurisdiction to jurisdiction, that are applicable to such Obligated Group Member, (iii) such payment, loan or transfer is requested from any property of an Obligated Group Member which is donor-restricted or subject to a direct, express or charitable trust that does not permit the use of such property for such payment, loan or transfer, (iv) such payment, loan or transfer would result in the cessation or discontinuation of any material portion of the health care or related services provided by an Obligated Group Member or (v) such payment is made from the proceeds of any loan violating applicable usury laws. The qualification set forth in clause (v) is not applicable to the Master Obligations.

- (2) Capitalized terms used in this Opinion and not otherwise defined herein shall have the meaning ascribed to them in the Master Indenture.
- (3) We do not represent the Corporation and Hospitals in their matters subject to litigation and, in particular, we do not represent them in the defense of personal injury negligence claims, including malpractice claims. Accordingly, in rendering the opinions in Paragraph 12 we have relied solely upon the opinions of counsel to the Corporation and Hospitals who represent them in such litigation and upon certificates of officers of the Corporation and Hospitals.
- (4) We are not expressing an opinion on the investment quality of the Bonds or the Series 2020A Obligation.
- (5) Whenever we indicate that our opinion with respect to the existence or absence of facts is “to our knowledge” or with reference to matters of which we are aware or which are known to us, or with similar qualification, our opinion is based solely on the current conscious awareness of the individual attorneys of this firm who have participated directly and substantively in the specific financing transactions to which this opinion relates. In each case in which we indicate that our knowledge is based upon “due inquiry” the basis for our opinion is limited solely to (i) the actual knowledge of attorneys in this firm as described in the preceding sentence, (ii) discussions, inquiries and conferences occurring in connection with our representation of the Corporation and Hospitals in connection with the issuance of

the Bonds and (iii) review of certain corporate documents, certificates, records and proceedings of or involving the Corporation and Hospitals that we considered to be necessary or appropriate for the purpose of rendering this Opinion, and shall not imply any independent verification of any factual matter of which we became aware as a result of such discussions, inquiries, conferences and review. Except as may be expressly disclosed herein, we have not undertaken any special or independent investigation to determine the existence or absence of such facts.

The opinions herein are given as of the date hereof, they intend to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressees of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This Opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. Except as expressly set forth herein, this opinion is being provided solely for the purpose of complying with the requirements of Section 3(e)(3) of the Purchase Contract and is being rendered solely for the benefit of the addressees hereof. This Opinion may not be used or relied upon for any other purpose, relied upon by any other party, without our prior written consent, except that copies of this Opinion may be furnished to, quoted to, circulated to, or referred to with any rating agency or regulatory agency or authority and may be included in the transcript of proceedings relating to the issuance of the Bonds. We hereby disclaim any undertaking to update this opinion for events occurring subsequent to the date hereof. In acting as counsel to the Obligated Group, we have established an attorney-client relationship solely with the Obligated Group.

Respectfully,

KUTAK ROCK LLP

**EXHIBIT F TO  
BOND PURCHASE CONTRACT**

FORM OF OPINION OF UNDERWRITERS' COUNSEL

[To be updated.]

March \_\_, 2020

Citigroup Global Markets Inc.  
[388 Greenwich Street - Trading, 6th Floor  
New York, New York 10013]

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

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 2020A (the “*Bonds*”), pursuant to a Bond Purchase Contract, dated \_\_\_\_\_, 2020 (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)(4) 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 2020A Obligation are exempt from registration under the Securities Act of 1933, as amended, and (i) the Bond 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 each of the Preliminary Official Statement relating to the bonds (the “*Preliminary Official Statement*”) and 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 Preliminary Official Statement or 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 Preliminary Official Statement (except as contemplated by the Official Statement) or the Official Statement (except as to the financial statements and other financial, engineering, and statistical data and information relating to The Depository Trust Company and its book-entry system included therein, as to which you have not asked us to express any view), as of the date of the Preliminary Official Statement and the Official Statement 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 G TO  
BOND PURCHASE CONTRACT**

OFFICER'S CERTIFICATE

Louisville/Jefferson County Metro Government  
Health System Revenue Bonds  
(Norton Healthcare, Inc)  
Series 2020A  

---

  
(the “*Bonds*”)

I, Adam Kempf, hereby certify that I am the Senior Vice President and Chief Financial Officer of Norton Healthcare, Inc. (the “**Corporation**”), a nonstock, 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, 2018 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, 2018, 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 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, 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 \_\_\_\_\_, 2020, between Citigroup Global Markets Inc., as representative of itself and J.P. Morgan Securities LLC, 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: March \_\_\_, 2020

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

By: \_\_\_\_\_  
Adam Kempf  
Senior Vice President and Chief Financial Officer

**EXHIBIT H TO  
BOND PURCHASE CONTRACT**

FORM OF ISSUE PRICE CERTIFICATE

**\$(PAR AMOUNT)  
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
HEALTH SYSTEM REVENUE BONDS  
(NORTON HEALTHCARE, INC.)  
SERIES 2020A**

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of Citigroup Global Markets Inc., as representative (the “Representative”) of itself and J.P. Morgan Securities LLC (together, the “Underwriting Group”), hereby certifies, on its own behalf and on behalf of the other members of the Underwriting Group on the basis of representations and warranties set forth in the agreement among underwriters, as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Contract dated \_\_\_\_\_, 2020, by and among the Issuer and the Representative on behalf of the Underwriting Group, and approved by Norton Healthcare, Inc. (the “Corporation”) and Norton Hospitals, Inc. (“Norton Hospitals”), the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) unsold Bonds of the Hold-the-Offering-Price Maturities shall be retained by the Representative and not allocated to any of the other Underwriters. Pursuant to such agreement, the Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

### 3. *Defined Terms.*

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Louisville/Jefferson County Metro Government.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party (as such terms are defined below) to an Underwriter.

(g) A purchaser of any of the Bonds is a *Related Party* to any Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only, and as it relates to the actions of the other Underwriters, such representations are made to the best of the Representative’s knowledge based on the Representative’s records. Nothing in this certificate

represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer, the Corporation and the Hospitals with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Corporation, Norton Hospitals and the Issuer from time to time relating to the Bonds.

Dated: \_\_\_\_\_, 2017

CITIGROUP GLOBAL MARKETS INC.,  
as Representative of the Underwriting Group

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

Name: \_\_\_\_\_

## **Schedule A**

### **Sale Prices**

#### General Rule Maturities

\_\_\_ Not Applicable

\_\_\_ Maturities Listed Below

[Insert pricing table for General Rule Maturities]

#### Hold-the-Offering-Price Rule Maturities

\_\_\_ Not Applicable

\_\_\_ Maturities Listed Below

[Insert pricing table for Hold-the-Offering-Price Rule Maturities]

**Schedule B**

**Pricing Wire or Equivalent Communication**

\_\_\_\_ Not applicable, because there are no Hold-the-Offering-Price Maturities

\_\_\_\_ Attached