
BOND PURCHASE CONTRACT

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LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
HEALTH SYSTEM REVENUE BONDS
(NORTON HEALTHCARE, INC.)
SERIES 2023A

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\$ _____
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
HEALTH SYSTEM REVENUE BONDS
(NORTON HEALTHCARE, INC.)
SERIES 2023A**

BOND PURCHASE CONTRACT

June __, 2023

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

Ladies and Gentlemen:

J.P. Morgan Securities LLC, as representative (the “**Representative**”) of itself and Citigroup Global Markets Inc. (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**”), on its own behalf and on behalf of Norton Hospitals, Inc. (“**Norton Hospitals**”), Norton Healthcare-Indiana, Inc. (“**Norton-Indiana**”) and Norton – King’s Daughters’ Health, Inc. (“**KDH**” and together with the Corporation, Norton Hospitals, Norton-Indiana, KDH the “**Obligated Group**” and each an “**Obligated Group Member**”), as representative of the Obligated Group (the “**Obligated Group Representative**”) which, upon acceptance, will be binding upon the Issuer, the Obligated Group Members 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, on its own behalf and as Obligated Group Representative on behalf of the other Obligated Group Members, 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 \$_____ aggregate principal amount of the Issuer's Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2023A (the "**Bonds**"), identified on Exhibit B hereto. The aggregate purchase price for the Bonds shall be \$_____, consisting of the par amount of the Bonds of \$_____ [plus/less] an original issue [premium/discount] of \$_____. The Corporation shall pay the Underwriters a fee of \$_____ for underwriting the Bonds.

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 [July 1], 2023 (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 Obligated Group under that certain Loan Agreement dated as of [July 1], 2023 (the "**Loan Agreement**") by and among the Issuer and the Corporation, on its own behalf and on behalf of the Obligated Group Members as Obligated Group Representative, from payments made on the Series 2023A Obligation (as hereinafter defined) by the Obligated Group 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 2023A 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 pay or reimburse the Corporation, Norton Hospitals and/or their Affiliates (as defined in the Official Statement) for the costs of the New Money Project described in the Official Statement and to fund interest on all or a portion of the Bonds during the construction of the New Money Project.

The Corporation, as Obligated Group Representative, will issue its Norton Healthcare Obligated Group Master Obligation, Series 2023A (the "**Series 2023A 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. 28 to the Master Indenture, dated as of [July 1], 2023 (the "**Supplemental Indenture No. 28**"), 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, the other Obligated Group Members and the Master Trustee..

The Obligated Group has previously entered into a Security Agreement dated as of September 1, 2000, as supplemented and amended (the "**Security Agreement**"), by and between the Obligated Group and the Master Trustee, granting a security interest in certain receivables of the Obligated Group to secure the payment of obligations issued under the Master Indenture. The Corporation, as Obligated Group Representative, will enter into a Thirteenth Amendment to Security Agreement dated as of [July 1], 2023 (the "**Amendment to Security Agreement**") to secure the payment of the Series 2023A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement dated as of [July 1], 2023 (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 [June __], 2023 (as amended or supplemented from time to time as provided herein, the “**Official Statement**”), substantially in the form of the Preliminary Official Statement dated [June __], 2023 (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, on its own behalf and on behalf of the other Obligated Group Members, 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 of the Securities and Exchange Commission (“**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 the Master Indenture, and drafts of 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 [July __], 2023, 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 in an acceptable electronic format or 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 acknowledgement of the inclusion of its audit report on the financial statements of the Corporation and its affiliates in the Preliminary Official Statement.

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

The Issuer represents and warrants to and agrees with the Underwriters and the Obligated Group 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 and Pollution Control Facilities 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 Contract 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 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 15c2-12), 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. 28, the Series 2023A Obligation, the Bond Indenture, the Official Statement, the Loan Agreement, the Amendment to Security 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, 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 state or Commonwealth 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, 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 (“**S&P**”) or Fitch, Inc. (“**Fitch**”) of any unenhanced debt securities issued for the benefit of the Obligated Group below the ratings in effect on the date hereof, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on “credit watch” or “negative outlook” or any similar qualification) of any rating by S&P or Fitch of any unenhanced debt securities issued for the benefit of the Obligated Group, including the Bonds; or

(8) any event or circumstance shall exist 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 Bond Purchase Contract by the Underwriters, all obligations of the Issuer and the Underwriters under this Bond Purchase Contract 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 F 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 and the Master Trustee satisfactory to the Issuer, the Corporation, the Corporation's counsel, the Underwriters and Underwriters' counsel;

(6) The Master Indenture (conformed copy), the Series 2023A Obligation (specimen copy), the Security Agreement (specimen copy), Supplemental Indenture No. 28 the Bond Indenture, the Loan Agreement, the Amendment to Security 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 Revenues (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 as to compliance with the additional indebtedness tests under the Master Indenture relating to the issuance of the Series 2023A 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 articles of incorporation of each Obligated Group Member 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 Obligated Group Member of recent date certified by the Secretary of State of the Commonwealth; and certified copies of the bylaws of each Obligated Group Member;

(12) Certified copies of the resolutions dated _____, 2023 of the Boards of Trustees of each Obligated Group Member authorizing the execution and delivery of the Loan Agreement, the Supplemental Indenture No. 28, the Series 2023A Obligation, the Amendment to Security 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 Obligated Group Member has been determined to be an organization described in Section 501(c)(3) of the Code;

(14) Certificates of the Trustee and the Master Trustee 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 and the Master Indenture, 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 acknowledgement of E&Y of the inclusion of its audit report on the financial statements of the Corporation and its affiliates 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 and the Obligated Group 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 on behalf of the other Obligated Group Members, contained in the Letter of Representation, and the due performance or satisfaction by the Issuer and the Obligated Group at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Obligated Group.

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. 28, the Series 2023A Obligation, the Bond Indenture, the Loan 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 hereto 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 J.P. Morgan Securities LLC, 383 Madison Ave, Floor 3, New York, New York 10179, Attention: Chris McCann. 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 Obligated Group 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 or any Obligated Group Member (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the Issuer or any Obligated Group Member 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 or any Obligated Group Member on other matters), (iv) neither Underwriter has any obligation to the Issuer or any Obligated Group Member 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 and the Obligated Group Members and (vi) the Issuer and the Obligated Group 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 Obligated Group 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]

J.P. MORGAN SECURITIES LLC,
as Representative of the Underwriters

By: _____
Director

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

By: _____
Craig Greenberg
Mayor

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By: _____

Approved:

NORTON HEALTHCARE, INC., for itself and as
Obligated Group Representative on behalf of
Norton Hospitals, Inc., Norton Healthcare-Indiana,
Inc. and Norton – King’s Daughters’ Health, Inc.

By: _____
Adam D. Kempf
Senior Vice President and Chief Financial Officer

**EXHIBIT A TO
BOND PURCHASE CONTRACT**

LETTER OF REPRESENTATION

[Closing Date]

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

J.P. Morgan Securities LLC
383 Madison Ave., Floor 3
New York, New York 10179

Citigroup Global Markets Inc.
388 Greenwich Street - Trading, 4th Floor
New York, New York 10013

Ladies and Gentlemen:

The Louisville/Jefferson County Metro Government (the “**Issuer**”) proposes to enter into a Loan Agreement with Norton Healthcare, Inc. (the “**Corporation**”), as Obligated Group Representative, dated as of [July 1], 2023 (the “**Loan Agreement**”). Pursuant to a Bond Purchase Contract, dated the date hereof (the “**Bond Purchase Contract**”), between the Issuer and J.P. Morgan Securities LLC as representative (the “**Representative**”) of itself and Citigroup Global Markets Inc. (together, the “**Underwriters**”), which the Corporation, on its own behalf and as Obligated Group Representative on behalf of Norton Hospitals, Inc. (“**Norton Hospitals**”), Norton Healthcare-Indiana, Inc. (“**Norton-Indiana**”) and Norton – King’s Daughters’ Health, Inc. (“**KDH**”) has approved, the Issuer proposes to sell the \$_____ aggregate principal amount of the Issuer’s Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2023A (the “**Bonds**”) identified on Exhibit B hereto. The offering of the Bonds is described in a Preliminary Official Statement dated [June __], 2023 (the “**Preliminary Official Statement**”) and in an Official Statement dated [June __], 2023 (the “**Official Statement**”).

The Bonds shall be issued and secured under the provisions of a Bond Indenture dated as of [July 1], 2023 (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 Obligated Group under the Loan Agreement, from payments made on the Series 2023A 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 2023A 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 Obligated Group pursuant to the Loan Agreement and will be used, together with other available funds, to pay or reimburse the Corporation, Norton Hospitals and/or their Affiliates (as defined in the Official Statement) for the costs of the New Money Project described in the Official Statement and to fund interest on all or a portion of the Bonds during the construction of the New Money Project.

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, Norton-Indiana and KDH (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 Obligated Group Master Obligation, Series 2023A (the “**Series 2023A 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. 28 to the Master Indenture dated as of [July 1], 2023 (the “**Supplemental Indenture No. 28**”), by and among the Corporation, as Obligated Group Representative, and the Master Trustee and supplementing the Master Indenture.

Pursuant to the terms of the Master Indenture and the Supplemental Indenture No. 28, each Member of the Obligated Group will be jointly and severally obligated to make payments on the Series 2023A Obligation according to the terms thereof when due. The Corporation, Norton Hospitals, Norton-Indiana and KDH 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 Thirteenth Amendment to Security Agreement dated as of [July 1], 2023 (the “**Amendment to Security Agreement**”) to secure the payment of the Series 2023A Obligation.

The Obligated Group Members will undertake, pursuant to a Disclosure Dissemination Agent Agreement, dated as of [July 1], 2023 (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 on behalf of the other Obligated Group Members, hereby represents, warrants and agrees 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. Each of Norton-Indiana and KDH is a nonprofit corporation duly organized and existing under the laws of the State of Indiana.

3. Each Obligated Group Member 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. 28, the Series 2023A Obligation, the Amendment to Security 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).

4. The officers of the Obligated Group Members 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.

5. The Bond Purchase Contract, the Bond Indenture, the Preliminary Official Statement and the Official Statement have been duly approved by the Obligated Group; this Letter of Representation, the Master Indenture and the Security Agreement have been duly authorized, executed and delivered by the Obligated Group; and the Corporation Documents have been duly authorized and, at the Closing, will have been duly executed and delivered by the Obligated Group.

6. 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 Obligated Group, in each case enforceable against the Obligated Group, 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.

7. None of the Obligated Group Members 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 any Obligated Group Member 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.

8. 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 any of the Obligated Group Members, 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 any Obligated Group Member 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 Obligated Group Members, 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.

9. No consent or approval of any trustee or holder of any indebtedness of any Obligated Group Member, 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).

10. 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, 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. None of the Obligated Group Members 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.

11. Each Obligated Group Member is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of any 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 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.

12. 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.

13. Each of the Obligated Group Members 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.

14. Each of the Obligated Group Members 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.

15. Each of the Obligated Group Members 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.

16. Each of the Obligated Group Members is eligible under applicable statutes, regulations and administrative practices for payment under Medicare and Medicaid.

17. Each of the Obligated Group Members is currently participating in the programs of Medicare and Medicaid, and there are in full force and effect agreements providing for payments to the Obligated Group Members with respect to patients enrolled in such programs.

18. None of the Obligated Group Members 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, 2022, which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business.

19. Between the date hereof and the date of the Closing, none of the Obligated Group Members 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.

20. Except for the Preliminary Official Statement, the Obligated Group has 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 the Obligated Group 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 the Obligated Group by or on behalf of the Underwriters or the Issuer specifically for inclusion therein. The Corporation confirms 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.

21. The consolidated balance sheets of the Corporation and its consolidated affiliates (the “**System**”) as of December 31, 2022 and 2021, 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, 2022 and 2021, and as of March 31, 2023, and the related summary consolidated statement of activities for the fiscal years ended December 31, 2022 and 2021 and the three-month periods ended March 31, 2023 and March 31, 2022, 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.

22. 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 the Obligated Group 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 the Obligated Group by or on behalf of the Underwriters or the Issuer specifically for inclusion therein. None of the Obligated Group Members 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. None of the the Obligated Group Members 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.

23. 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 Obligated Group Members 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.

24. 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), none of the Obligated Group Members 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 Obligated Group Members 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, the other Obligated Group Members, any future Obligated Group Members and their respective present and proposed facilities as any of you may from time to time reasonably request.

25. (a) Each of the Obligated Group Members 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 Obligated Group Members 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 Obligated Group by or on behalf of the Underwriters specifically for inclusion therein. The Obligated Group 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, Norton-Indiana, KDH and each future Obligated Group Member may otherwise have.

(b) Each of the Obligated Group Members 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 Obligated Group Members 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 Obligated Group 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, Norton-Indiana, KDH and each future Obligated Group Member may otherwise have.

(c) Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Obligated Group Members, each of their officials, directors, officers and employees, and each person who controls the Obligated Group Members within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Obligated Group Members to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Obligated Group by or on behalf of such Underwriter specifically for inclusion in the Official Statement (or in any amendment or supplement thereto). The Obligated Group 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 Obligated Group 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).

26. Except as described in the Official Statement, the Obligated Group Members have been in material compliance with all continuing disclosure undertakings entered into by them pursuant to Rule 15c2-12 of the Exchange Act during the previous five years.

27. 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.

28. The Obligated Group hereby agrees to pay promptly the underwriting fee described in Section 1(a) of the Bond Purchase Contract and the expenses described in Section 6 of the Bond Purchase Contract (which are the responsibility of the Corporation), and to pay any expenses incurred in amending or supplementing the Official Statement pursuant to the Bond Purchase Contract or this Letter of Representation.

29. This Letter of Representation shall be binding upon the Obligated Group 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 any Obligated Group Member as individuals, except as caused by their bad faith.

30. The Obligated Group acknowledges and agrees 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 Obligated Group 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 or any Obligated Group Member (iii) neither Underwriter has assumed an advisory or fiduciary responsibility in favor of the Issuer or any Obligated Group Member 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 or any Obligated Group Member on other matters) and neither Underwriter has any obligation to the Issuer or any Obligated Group Member 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 and the Obligated Group and (v) the Issuer and the Obligated Group have consulted their own legal, financial and other advisors to the extent they have deemed appropriate.

31. Each of the Obligated Group Members 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.

32. 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., for itself and as
Obligated Group Representative on behalf of
Norton Hospitals, Inc., Norton Healthcare-Indiana, Inc.
and Norton – King’s Daughters’ Health, Inc.

By: _____
Adam D. Kempf
Senior Vice President and Chief Financial Officer

Accepted and Agreed to:

J.P. MORGAN SECURITIES LLC,
as Representative of the Underwriters

By: _____
Director

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

By: _____
Craig Greenberg
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>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%	%	

\$ _____ % Term Bond due October 1, 20__ – Price _____ to Yield ____%
\$ _____ % Term Bond due October 1, 20__ – Price _____ to Yield ____%

^A [Represents a Maturity which satisfies the 10% test.]

^C Priced to first call date of _____ 1, 20__ at par.

REDEMPTION PROVISIONS

Optional Redemption

The Bonds 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 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 extraordinary optional 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 Bond Sinking Fund Redemption

The Bonds maturing on October 1, 20__ are subject to redemption in part prior to their stated maturity on October 1 of the years and in the amount of the Sinking Fund Installments set forth below 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:

Sinking Fund Installment Date
(October 1)

Sinking Fund Installments

\$

†

† Maturity

The Bonds maturing on October 1, 20__ are subject to redemption in part prior to their stated maturity on October 1 of the years and in the amount of the Sinking Fund Installments set forth below 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:

Sinking Fund Installment Date
(October 1)

Sinking Fund Installments

\$

†

† Maturity

**EXHIBIT C TO
BOND PURCHASE CONTRACT**

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[To be updated/confirmed by Orrick]

[Closing Date]

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

Citigroup Global Markets Inc.
New York, New York

Louisville/Jefferson County Metro Government Health System
Revenue Bonds (Norton Healthcare, Inc.), Series 2023A
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to you, as Underwriters, pursuant to Section 3(e)(1) of the Bond Purchase Contract, dated [June __], 2023 (the “Purchase Contract”), between J.P. Morgan Securities LLC, as representative of the Underwriters, and the Louisville/Jefferson County Metro Government (the “Issuer”), and approved by Norton Healthcare, Inc. (the “Corporation”), Norton Hospitals, Inc. (“Norton Hospitals”), Norton Healthcare-Indiana, Inc. (“Norton-Indiana”) and Norton – King’s Daughters’ Health, Inc. (“KDH” and, together with the Corporation, the “Obligated Group”), providing for the purchase of \$_____ aggregate principal amount of Louisville/Jefferson County Metro Government Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2023A (the “Bonds”). The Bonds are being issued pursuant to a bond indenture, dated as of [July 1], 2023 (the “Bond Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as bond trustee, for the stated purpose of making a loan of the proceeds thereof to the Corporation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Indenture or, if not defined in the Bond Indenture, in the Purchase Contract.

In connection with our role as bond counsel to the Corporation, we have reviewed the Purchase Contract, the Master Indenture, the Amended and Restated Master Trust Indenture, Supplement No. 28, the Bond Indenture, the Loan Agreement, the Tax Agreement, the Security

Agreement, certain portions of the preliminary official statement, dated [June __], 2023, with respect to the Bonds (the “Preliminary Official Statement”) and of the official statement, dated [June __], 2023, with respect to the Bonds (the “Official Statement”), opinions of counsel to the Issuer, the Bond Trustee and the Obligated Group, certificates of the Issuer, the Bond Trustee, the Corporation and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions set forth herein. We have relied on the opinion of Kutak Rock LLP, counsel to the Obligated Group, regarding, among other matters, the current qualification of the Members of the Obligated Group, Community Medical Associates, Inc. and Norton Properties, Inc. (together, the “Benefitting Affiliates”) as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) and the use of the facilities financed or refinanced with the proceeds of the Bonds in activities that are not considered unrelated trade or business activities of each applicable Benefitting Affiliate within the meaning of Section 513 of the Code. We note that such opinion is subject to a number of qualifications and limitations. Failure of any Benefitting Affiliate to be organized and operated in accordance with the Internal Revenue Service’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or use of the bond-financed or refinanced facilities in activities that are considered unrelated trade or business activities of a Benefitting Affiliate within the meaning of Section 513 of the Code, could negatively affect several of the opinions set forth below.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the original delivery of the Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the original delivery of the Bonds on the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Bond Indenture, the Loan Agreement, the Tax Agreement, and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against authorities in the Commonwealth of Kentucky. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Bond Indenture or the Loan Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, except as expressly set forth in numbered paragraph 3 below, completeness or

fairness of the Official Statement or other offering material relating to the Bonds and express no view or opinion relating thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Contract has been duly executed and delivered by, and is a valid and binding agreement of, the Issuer.

3. The statements contained in the Official Statement under the captions “Introduction – Amendments to the Master Indenture,” “—Existing Indebtedness and Existing Master Indenture Obligations,” “—The Master Indenture and the Bond Obligations,” and “—Additional Indebtedness and Permitted Liens on Property,” “The Bonds” (excluding the subheading “—Book-Entry Only System”), “Security and Sources of Payment for the Bonds” (excluding the subheading “— Security and Enforceability”), “Tax Matters,” Appendix C-1 – “Summary of Certain Provisions of the Master Indenture and Supplemental Indentures,” Appendix C-2 – “Summary of Certain Provisions of the Bond Indentures and the Loan Agreements,” Appendix D – “Form of the Amended and Restated Master Indenture,” and Appendix F – Form of Opinions of Bond Counsel,” excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Master Indenture, Supplement No. 28, the Amended and Restated Master Trust Indenture, the Security Agreement, the Bond Indenture and the Loan Agreement and the form and content of our final legal opinion as bond counsel to the Corporation concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the Corporation and the Issuer, are accurate in all material respects.

This letter is furnished by us as bond counsel to the Corporation. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriters of the Bonds, is solely for your benefit as such Underwriters in connection with the original issuance of the Bonds on the date hereof, and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

**EXHIBIT D TO
BOND PURCHASE CONTRACT**

FORM OF OPINION OF ISSUER COUNSEL

[To be updated/confirmed by Issuer's Counsel]

[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

J.P. Morgan Securities LLC
383 Madison Avenue, Floor 3
New York, New York 10179

The Bank of New York Mellon Trust
Company, N.A.
4965 U.S. Highway 42, Suite 1000
Louisville, Kentucky 40222

Citigroup Global Markets Inc.
388 Greenwich Street - Trading, 4th Floor
New York, New York 10013

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

Re: \$_____

Louisville/Jefferson County Metro Government Health System
Revenue Bonds (Norton Healthcare, Inc.), Series 2023A

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 \$_____ aggregate principal amount of Louisville/Jefferson County Metro Government Health System Revenue Bonds (Norton Healthcare, Inc.), Series 2023A (the “**Bonds**”), delivered on the date hereof, including (i) the Loan Agreement, dated as of [July 1], 2023 (the “**Loan Agreement**”), among the Issuer and Norton Healthcare, Inc. (the “**Corporation**”, and, together with Norton Hospitals, Inc., Norton Healthcare-Indiana, Inc. and Norton – King’s Daughters’ Health, Inc. the “**Obligated Group**”), in its capacity as Obligated Group Representative; (ii) the Bond Indenture, dated as of [July 1], 2023 (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 [June __], 2023 (the “**Purchase Contract**”), among the Issuer, J.P. Morgan Securities LLC, as representative (the “**Representative**”) of itself and Citigroup Global Markets Inc. (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 [June __], 2023, as amended or supplemented (the “**Preliminary Official Statement**”); and (vi) the Official Statement, dated [June __], 2023, 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/confirmed by Kutak]

[Closing Date]

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

J.P. Morgan Securities LLC
383 Madison Avenue, Floor 3
New York, New York 10179

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

Citigroup Global Markets, Inc.
388 Greenwich Street - Trading, 4th Floor
New York, New York 10013

The Bank of New York Mellon Trust
Company, N.A.
4965 U.S. Highway 42, Suite 1000
Louisville, Kentucky 40222

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

\$ _____
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
Health System Revenue Bonds
(Norton Healthcare, Inc.)
Series 2023A

Ladies and Gentlemen:

We have acted as special counsel to Norton Healthcare, Inc., a nonstock, nonprofit corporation organized under the laws of the Commonwealth of Kentucky (the “Corporation”), Norton Hospitals, Inc., a nonstock, nonprofit corporation organized under the laws of the Commonwealth of Kentucky (“Norton Hospitals”), Norton Healthcare-Indiana, Inc., a nonprofit corporation organized under the laws of the State of Indiana (“Norton-Indiana”) and Norton – King’s Daughters’ Health, Inc., a nonprofit corporation organized under the laws of the State of Indiana (“KDH” and, collectively with the Corporation, Norton Hospitals and Norton-Indiana, the

“Obligated Group,” and each individually an “Obligated Group Member”) in connection with the issuance by the Louisville/Jefferson County Metro Government (the “Issuer”) on this date of its Health System Revenue Bonds (Norton Healthcare, Inc.) Series 2023A (the “Series 2023A Bonds”) in the aggregate principal amount of \$_____. The Series 2023A Bonds are being issued pursuant to a Bond Indenture, dated as of [July 1], 2023 (the “Series 2023A Bond Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the “Bond Trustee”).

We are providing this opinion pursuant to the requirements of Section 3(e)(3) of the Bond Purchase Contract, dated [June __], 2023, relating to the Series 2023A Bonds (the “Series 2023A Bond Purchase Contract”), by and between the Issuer and J.P. Morgan Securities LLC, as representative (the “Representative”) of itself and Citigroup Global Markets Inc. (together, the “Underwriters”), with the approval of the Corporation, on its own behalf and as representative of the Obligated Group (the “Obligated Group Representative”) on behalf of the other Obligated Group Members.

A. In connection with this opinion, we have examined the original or a copy certified or otherwise identified to our satisfaction as a true copy of executed counterparts of each of the following documents (the “Bond Documents”):

1. Amended and Restated Master Trust Indenture, dated as of September 15, 1997, between the Corporation (formerly Alliant Health System, Inc.) and The Bank of New York Mellon Trust Company, N.A. (formerly Bank One, Kentucky, NA), as master trustee (the “Master Trustee”), as supplemented and amended to the date hereof (the “Master Trust Indenture” and together with the herein defined Supplement No. 28, the “Master Indenture”);

2. Supplemental Master Trust Indenture No. 28, dated as of [June 1], 2023 (“Supplement No. 28”), between the Corporation, as Obligated Group Representative, and the Master Trustee;

3. Norton Healthcare Obligated Group Master Obligation, Series 2023A (the “Series 2023A Master Obligation”), issued pursuant to the Master Trust Indenture and Supplement No. 28;

4. Security Agreement, dated as of September 1, 2000, by and among the Corporation, the Hospital and the Master Trustee, as supplemented and amended to the date hereof, including by the Thirteenth Amendment to Security Agreement, dated as of [June 1], 2023, by and among the Corporation, as Obligated Group Representative, and the Master Trustee (the “Security Agreement”);

5. Series 2023A Bond Indenture;

6. Loan Agreement, dated as of [June 1], 2023, between the Issuer and the Corporation, as Obligated Group Representative, relating to the Series 2023A Bonds;

7. Series 2023A Bond Purchase Contract, including the Letter of Representation attached thereto;

8. Disclosure Dissemination Agent Agreement, dated as of [July 1], 2023, among the Obligated Group Members and Digital Assurance Certification, L.L.C., as dissemination agent;

9. Tax Agreement, dated as of the date hereof, among the Issuer, the Corporation and the Bond Trustee;

10. Preliminary Official Statement, dated [June __], 2023, relating to the Series 2023A Bonds (the “Preliminary Official Statement”); and

11. Official Statement, dated [June __], 2023, relating to the Series 2023A Bonds (the “Official Statement”).

B. We have also examined the following organizational and related documents with respect to the Obligated Group Members (collectively, the “Organizational Documents”):

1. Articles of Incorporation and Bylaws, as amended to the date hereof, of each Obligated Group Member, Norton Properties, Inc. (“Norton Properties”) and Community Medical Associates, Inc. (“Community Medical Associates”), certified to our satisfaction as in effect on the date hereof;

2. Resolutions of the Obligated Group Members adopted by the Boards of Trustees of the Obligated Group Members on _____, 2023;

3. Certificates of existence for the Obligated Group Members issued by the Secretary of State of the Commonwealth of Kentucky (the “Certificates of Existence”);

4. Determination letter issued by the Internal Revenue Service with respect to the Corporation dated June 25, 2003 (the “Corporation Determination Letter”); and

5. Determination letter issued by the Internal Revenue Service with respect to Norton Hospitals dated August 2, 2006 (the “Norton Hospitals Determination Letter”).

6. Determination letter issued by the Internal Revenue Service with respect to Norton-Indiana dated _____, 20__ (the “Norton-Indiana Determination Letter”).

7. Determination letter issued by the Internal Revenue Service with respect to KDH dated _____, 20__ (the “KDH Determination Letter”).

8. Determination letter issued by the Internal Revenue Service with respect to Norton Properties dated June 25, 2003 (the “Norton Properties Determination Letter”).

9. Determination letter issued by the Internal Revenue Service with respect to Community Medical Associates dated June 25, 2003 (the “Community Medical Associates Determination Letter” and collectively with the Corporation Determination Letter, the Norton Hospitals Determination Letter, the Norton-Indiana Determination Letter, the KDH Determination Letter and the Norton Properties Determination Letter, the “Determination Letters”).

The Bond Documents and the Organizational Documents are collectively referred to in this Letter as the “Documents.” As used herein, “Kentucky UCC” means the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Kentucky.

In addition to the Documents, we have been furnished with and have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction as being true copies, of all such records, documents, and certificates of public officials and of officers of the Obligated Group Members, Norton Properties and Community Medical Associates, and such other documents as we have deemed necessary as a basis for the opinions expressed in this Letter including, without limitation, a reliance certificate of each of the Obligated Group Members, Norton Properties and Community Medical Associates, each dated [July __], 2023 (collectively, the “Reliance Certificates”) with respect to certain factual matters.

As described above, we have acted as special counsel to the Obligated Group in matters related to the Series 2023A Bonds. At the request of bond counsel for the Series 2023A Bonds, this Letter also addresses the status of Norton Properties and Community Medical Associates as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), but we have not been engaged to represent Norton Properties or Community Medical Associates. As used herein, the words “to our knowledge” or “known to us” means our actual knowledge, based solely upon (i) the actual knowledge of attorneys currently with the firm actively engaged in representing the Obligated Group in connection with the transactions contemplated by the Bond Documents, (ii) our review of the Bond Documents, (iii) our review of documents made available by the Obligated Group, Norton Properties and Community Medical Associates in the course of our review, and (iv) representations and warranties contained in an officer’s certificate of each of the Obligated Group Members, each dated [July __], 2023 (the “Closing Certificates”) and in the Reliance Certificates, all without further investigation.

With respect to matters set forth in Paragraph E(7) below, we have relied as to the existence of applicable court or federal, state, municipal or other governmental authority orders or decrees and of contractual obligations solely upon inquiries of certain officers and representatives of the Obligated Group Members as to their knowledge of such matters, and the review of minutes of the meetings of the Boards of Trustees of the Obligated Group Members and the contractual obligations specifically provided to us. We have not examined the files of the Corporation or Norton Hospitals for this purpose nor have we made inquiries of third parties with whom such agreements could exist or, except as specifically stated herein, conducted judgment or lien searches.

For the purposes of the opinions expressed in Paragraphs E(8) and E(9), we have reviewed (a) the Reliance Certificates and the Closing Certificates, (b) the Determination Letters, (c) a confirmation of the exempt status under Section 501(c)(3) of the Code for each of the Obligated Group Members, Norton Properties and Community Medical Associates from Publication 78 maintained by the Internal Revenue Service and retrieved from the website of the Internal Revenue Service on [July __], 2023, which identifies each of the Corporation and Norton Properties, as a “supporting organization” and each of Norton Hospitals, Norton-Indiana, KDH and Community Medical Associates as a “public charity” and (d) other matters as we have deemed necessary.

In addition, we have assumed that the Obligated Group Members, Norton Properties and Community Medical Associates are in compliance with the terms, conditions and limitations of the Determination Letters and the facts and circumstances that form the basis of such rulings.

D. For the purpose of rendering this opinion, we have made and relied upon the following assumptions and to our knowledge there are no facts inconsistent with the following assumptions:

1. Each of the parties to the Bond Documents, other than the Obligated Group Members (and any person executing such documents on behalf of the Obligated Group Members), has duly and validly authorized, executed and delivered each such instrument, document, and agreement to be executed in connection with the issuance of the Series 2023A Bonds to which such party is a signatory, and such party's obligations set forth in the Bond Documents are its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

2. Each person (other than the Obligated Group Members or any person executing any of the Bond Documents on behalf of the Obligated Group Members) executing any of the Bond Documents, whether individually or on behalf of an entity, is duly authorized to do so.

3. All signatures on the Bond Documents are genuine.

4. All documents submitted to us as originals are authentic, all Bond Documents submitted to us as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete.

5. The parties to the Bond Documents, and their successors and assigns, will (a) act in good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of any remedies under the Bond Documents; (b) not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair dealing; and (c) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Bond Documents.

6. The exercise of any rights or enforcement of any remedies under the Bond Documents would not be unconscionable, result in a breach of the peace or otherwise be contrary to public policy.

7. The Bond Documents accurately reflect the complete mutual understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Series 2023A Bonds as reflected in the Bond Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Bond Documents. We have made reasonable inquiry of the Obligated Group with respect thereto and, based on such inquiries, our review of the Organizational Documents, and our knowledge, nothing has come to our attention that leads us to believe that we are not justified in so assuming.

8. Our opinion in Paragraph E(3) below with respect to the Corporation and Norton Hospitals being validly existing and in good standing under the laws of the Commonwealth of

Kentucky, and with respect to Norton-Indiana and KDH being validly existing and in good standing under the laws of the State of Indiana, is based solely upon our review of the Certificates of Existence of the Obligated Group Members.

9. We have assumed that the conduct of all parties (other than the Obligated Group) pursuant to the Bond Documents conforms with all notice requirements in statutes, laws, rules, regulations and ordinances, unless such notice requirements have been validly and legally waived.

10. We have assumed the legal capacity of all natural persons executing the Bond Documents.

11. We have assumed that the Obligated Group Members hold the requisite title and rights to any real or personal property involved in the transaction or otherwise purported to be owned by it.

12. We have assumed that the Bond Documents will be delivered for value and for the consideration provided for in or contemplated by the Bond Documents and that value has been given for the creation of any security interest.

13. We have assumed that the result of the application of Kentucky law as specified in the Bond Documents will not be contrary to a fundamental policy of the law of any other state with which the parties may have material or relevant contact in connection with the transaction and as to which there is a materially greater interest in determining an issue of choice of law.

E. Based on the foregoing and subject to the assumptions, limitations, and qualifications set forth herein, we are of the opinion that as of the date hereof:

1. The Corporation has full corporate power and authority to (a) execute and deliver the Bond Documents to which the Corporation is a party (the "Corporation Documents"), for itself and, as applicable, as Obligated Group Representative, and perform its obligations thereunder and in accordance therewith and (b) carry on its business as such business is now being carried on and as contemplated by the Bond Documents.

2. Each of Norton Hospitals, Norton-Indiana and KDH has full corporate power and authority to (a) execute and deliver the Bond Documents to which they are a party (the "Obligated Group Documents") and perform their obligations thereunder and in accordance therewith and (b) carry on its business as such business is now being carried on and as contemplated by the Bond Documents.

3. Each of the Corporation and Norton Hospitals is a nonstock, nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and each of Norton-Indiana and KDH is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Indiana.

4. The Corporation Documents have been duly authorized by the Corporation, have been duly executed and delivered by authorized officers of the Corporation and constitute the legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, subject to the qualifications set forth below.

5. The Obligated Group Documents have been duly authorized by Norton Hospitals, Norton-Indiana and KDH and have been duly executed and delivered by authorized officers of Norton Hospitals, Norton-Indiana and KDH and constitute the legal, valid and binding obligations of Norton Hospitals, Norton-Indiana and KDH enforceable against Norton Hospitals, Norton-Indiana and KDH in accordance with their respective terms, subject to the qualifications set forth below.

6. Each Obligated Group Member has received all approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and the Obligated Group Members have made all filings with any such entities which would constitute a condition precedent to, or the failure to obtain which would materially adversely affect the performance by the Corporation of its obligations under the Corporation Documents and by Norton Hospitals, Norton-Indiana and KDH of their obligations under the Obligated Group Documents, or the consummation of the transactions contemplated thereby, except we offer no opinion with respect to such filings, approvals, consents, authorizations, certifications and orders as may be required under the “blue sky” or securities laws of any jurisdiction.

7. The execution and delivery of the Corporation Documents by the Corporation and the Obligated Group Documents by Norton Hospitals, Norton-Indiana and KDH do not on the date hereof:

- a. violate the provisions of the Organizational Documents;
- b. conflict with or violate, to our knowledge, any judgment, order, writ, injunction or decree binding on any Obligated Group Member;
- c. violate, to our knowledge, any material contract, agreement or instrument with respect to borrowed money by which the Obligated Group Members or their respective properties are subject to or bound; and
- d. to our knowledge, require any consents, approvals or authorizations to be obtained by any Obligated Group Member from, or any registrations, declarations or filings to be made by any Obligated Group Member with, any trustee or holder of indebtedness of the Corporation or Norton Hospitals or any governmental authority under any United States or Kentucky statute or regulation that we have, in the exercise of customary professional diligence, recognized as directly applicable to the any Obligated Group Member or to transactions of the type contemplated by the Bond Documents, that have not been obtained or made.

8. Each of the Obligated Group Members, Norton Properties and Community Medical Associates is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except with respect to any unrelated business income of such organization subject to taxation under Section 511 of the Code. We have no current actual knowledge of any pending proceedings or threatened proceedings before the Internal Revenue Service to change such status. As used in this Paragraph E(8), the term “pending proceeding” means a proceeding pending before the Internal Revenue Service that is, to our current

actual knowledge, specifically applicable to any Obligated Group Member, Norton Properties or Community Medical Associates as a named party. As used in this Paragraph E(8), the term “threatened proceeding” means a written communication actually delivered to any Obligated Group Member, Norton Properties or Community Medical Associates that overtly threatens such organization with commencement by the sender of a proceeding before the Internal Revenue Service. Furthermore, we have no current actual knowledge of any information which would indicate that (1) any Obligated Group Member, Norton Properties or Community Medical Associates is no longer an organization described in Section 501(c)(3) of the Code, or (2) any Obligated Group Member, Norton Properties or Community Medical Associates is in violation of the terms, conditions and limitations set forth in its respective Determination Letter.

9. Assuming the proceeds of the Series 2023A Bonds will be used in accordance with the purposes stated in the Bond Documents, the property being financed with the proceeds of the Series 2023A Bonds will not be used by the Obligated Group in or for any trade or business the conduct of which is not substantially related to the exercise or performance of the charitable purposes or functions constituting the basis for such organizations’ exemptions under Section 501(c)(3) of the Code as determined by applying Section 513(a) of the Code.

10. To our knowledge (based solely on searches performed by CT Corporation dated [_____, 2023]) and except as set forth in the Preliminary Official Statement and the Official Statement, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened, to which any Obligated Group Member is a party or of which any property of the Obligated Group is subject which, if determined adversely to such Obligated Group Member, would individually or in the aggregate (i) affect the validity or the enforceability of the Corporation Documents as to the Corporation or the Obligated Group Documents as to Norton Hospitals, Norton-Indiana and KDH (ii) otherwise materially or adversely affect the ability of the Obligated Group Members to comply with their respective obligations under the Bond Documents, or materially and adversely affect the transactions contemplated by the Bond Documents to be engaged in by the Obligated Group or (iii) have a material adverse effect on the financial position or results of operations of any Obligated Group Member.

11. All requirements and conditions precedent to the issuance, authentication and delivery of the Series 2023A Master Obligation set forth in the Master Trust Indenture and Supplement No. 28 have been complied with and satisfied.

12. The Series 2023A Master Obligation (i) has been duly executed, authenticated and delivered by or on behalf of the Obligated Group in accordance with the provisions of the Master Trust Indenture and Supplement No. 28; (ii) constitutes the valid and legally binding obligation of the Obligated Group, enforceable in accordance with its terms; and (iii) is entitled to the benefits of the Master Indenture, 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 and Master Obligations secured on a subordinate basis.

13. The Series 2023A Master Obligation is exempt from registration under the Securities Act of 1933, as amended, and the Master Trust Indenture and Supplement No. 28 are exempt from qualification under the Trust Indenture Act of 1939, as amended.

14. 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.

15. In our capacity as special counsel to the Obligated Group, we have participated in the preparation and review of the Preliminary Official Statement and the Official Statement. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the Obligated Group Members and their financial advisor; representatives of the Underwriters and their counsel; accountants; and others. We advise you that although we have made no independent investigation or verification of the accuracy, fairness or completeness of, and do not pass upon or assume any responsibility for, the statements included in the Preliminary Official Statement or the Official Statement, during the course of the activities described in this paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance of the Series 2023A Bonds which causes us to believe as a factual matter that the information and descriptions contained in the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date of the Series 2023A Bond Purchase Contract, and the information and descriptions contained in the Official Statement, as of the date of the Official Statement and as of the date hereof (except for financial, accounting, statistical, numerical, economic or demographic information, and forecasts, estimates, assumptions or expressions of opinion included in the Preliminary Official Statement or the Official Statement, and the information included in the section of the Preliminary Official Statement and the Official Statement entitled “THE BONDS—Book-Entry Only System” and in Appendix B thereto, as to which no view is expressed) includes or included any untrue statement of a material fact, or omits or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, we express no opinion regarding the omission from the Preliminary Official Statement of such information as is permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

F. In addition to the assumptions set forth above, the opinions set forth in Paragraph E above are also subject to the following qualifications:

1. Our opinions expressed above as to the enforceability of any of the Bond Documents are specifically subject to and limited by: (i) the effect of bankruptcy, insolvency, reorganization, fraudulent conveyance, recharacterization, equitable subordination, moratorium or other similar laws now or in the future in effect relating to or affecting the rights or remedies of creditors; (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law, and the discretion of the court before which any proceeding for enforcement may be brought; (iii) the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where the indemnification or contribution is contrary to public policy; and (iv) the unenforceability of any provision requiring the payment of attorney fees, except to the extent that a court determines the fees to be reasonable.

2. We express no opinion as to the title to, or any legal or equitable rights in, any property described in, or the priority of any lien or security interest created by, the Bond Documents.

3. We note for your information that provisions of the Bond Documents which allow self-help or summary remedies without consent, notice, or opportunity for hearing or cure, or cause the Obligated Group to waive any right, remedy, or defense provided by constitution or statute or otherwise available at law or in equity, including without limitation, the right to a trial by jury, rights under any statute of limitation or statutory rights of cure or of redemption, may be unenforceable.

4. The opinions expressed in this Letter are based upon the law and facts in effect on the date hereof, and we assume no obligation to revise or supplement this opinion (or to advise you or any successor in interest) should such law be changed by legislative action, judicial decision or otherwise, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion. The opinions expressed in this letter apply solely to the Bond Documents and do not apply to any other agreements, documents, or instruments. Further, the opinions set forth in Paragraphs E(4), E(5) and E(7) above is limited to those laws an attorney exercising customary, reasonable due diligence would reasonably recognize as applicable to the transactions contemplated by the Bond Documents.

5. We express no opinion with respect to the validity and enforceability of any security interest granted by the Obligated Group with respect to revenues obtained from the Medicare or Medicaid programs or any other federal or state reimbursement program.

6. With respect to the opinion set forth in paragraph E(12), the joint and several obligations of the Members of the Obligated Group to make payments in respect of the Master Obligations (directly or indirectly) may be limited to the extent such payments (i) are requested with respect to any Master Obligation which is issued for a purpose which is not consistent with the governmental or charitable purposes of such Member, or which is issued for the benefit of any entity other than a government or a nonprofit corporation which is exempt from federal income taxes under Section 501(a) and 501(c)(3) of the Code and which is not a "private foundation" as defined in Section 509(a) of the Code; (ii) are required to be made from any moneys or assets which are donor restricted or which are subject to a direct or express trust which does not permit the use of such moneys or assets for such a payment; or (iii) would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by such Member (other than the Member which directly benefited from such Master Obligation). The joint and several liability of the Members of the Obligated Group may be further limited by applicable principles of charitable trust law, applicable provisions relating to fraudulent conveyances and bankruptcy, provisions of state nonprofit corporation laws and equitable principles, including the principles that such payments may be held to be against public policy.

This opinion is based solely upon existing federal and Commonwealth of Kentucky laws, and to present judicial interpretations thereof and to facts as they presently exist, and we express no opinion as to the laws of any other jurisdiction.

This Letter is furnished by us, as special counsel to the Obligated Group, to the addressees hereof solely for the benefit of such addressees in connection with the issuance of the Series 2023A Bonds, with the understanding that we are not, by issuing this Letter, assuming any professional responsibility to any other person. This Letter may not be used for any other purpose, and may not be circulated, exhibited, quoted or otherwise referred to for any purpose without express prior written consent, except that this opinion or a copy hereof may be included in the official transcript of proceedings relating to the Series 2023A Bonds.

This Letter is limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

Respectfully submitted,

**EXHIBIT F TO
BOND PURCHASE CONTRACT**

FORM OF OPINION OF UNDERWRITERS' COUNSEL

[Closing Date]

J.P. Morgan Securities LLC
383 Madison Avenue, Floor 3
New York, New York 10179

Citigroup Global Markets Inc.
388 Greenwich Street - Trading, 4th Floor
New York, New York 10013

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 2023A (the “*Bonds*”), pursuant to a Bond Purchase Contract, dated [June __], 2023 (the “*Bond Purchase Contract*”), among you and the Issuer and approved by Norton Healthcare, Inc. (the “*Corporation*”), on its own behalf and as Obligated Group Representative on behalf of Norton Hospitals, Inc. (“*Norton Hospitals*”), Norton Healthcare-Indiana, Inc. (“*Norton-Indiana*”) and Norton – King’s Daughters’ Health, Inc. (“*KDH*” and, together with the Corporation, Norton Hospitals and Norton-Indiana 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 2023A 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 (as supplemented, 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, the information contained in the section entitled “TAX MATTERS” and the information contained in Appendices B, C-1, C-2, D and F, 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 2023A

 (the “*Bonds*”)

I, Adam D. 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 _____, 20__ 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 _____, 20__, 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 on behalf of the other Obligated Group Members, in the Letter of Representation delivered by the Corporation in connection with the execution of the Bond Purchase Contract dated [June __], 2023), between J.P. Morgan Securities LLC, as representative of itself and Citigroup Global Markets Inc., as the Underwriters, and the Louisville/Jefferson County Metro Government and approved by the Corporation, Norton Hospitals, Norton Healthcare-Indiana, Inc. and Norton – King’s Daughters’ Health, Inc. (the “**Purchase Contract**”) are true and correct as of the date hereof as if made on the date hereof.

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

Dated: [July __], 2023

NORTON HEALTHCARE, INC.,
as Obligated Group Representative

By: _____
Adam D. Kempf
Senior Vice President and Chief Financial Officer

**EXHIBIT H TO
BOND PURCHASE CONTRACT**

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
HEALTH SYSTEM REVENUE BONDS
(NORTON HEALTHCARE, INC.)
SERIES 2023A**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of J.P. Morgan Securities LLC, as representative (the “Representative”) of itself and Citigroup Global Markets Inc. (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 [June __], 2022, by and among the Issuer and the Representative on behalf of the Underwriting Group, and approved by Norton Healthcare, Inc. (the “Corporation”), Norton Hospitals, Inc. (“Norton Hospitals”), Norton Healthcare-Indiana, Inc. (“Norton-Indiana”) and Norton – King’s Daughters’ Health, Inc. (“KDH”) 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 [June __], 2023.

(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 and the Obligated Group 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, LLP, 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 Obligated Group and the Issuer from time to time relating to the Bonds.

Dated: [July __], 2023

J.P. MORGAN SECURITIES LLC,
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