

GIFT AGREEMENT

This Gift Agreement (the "Agreement") is made and entered into as of the 14th day of September, 2016, by and between NORTON HOSPITALS, INC., a Kentucky nonprofit corporation ("Norton") and the JEFFERSON COUNTY BOARD OF EDUCATION doing business as JEFFERSON COUNTY PUBLIC SCHOOLS, a public institution and an agency of the State of Kentucky (JCPS).

WHEREAS, Norton and School wish to begin a relationship to further the health and safety of JCPS student athletics;

WHEREAS, an important component of this affiliation will be a community benefit project intended to protect, diagnose and treat JCPS student athletes from concussions and other sports-related injuries;

WHEREAS, in an effort to commence the affiliation and develop the prevention and treatment programs (the "Programs") at JCPS, Norton desires to furnish support to JCPS in the area of sports injury prevention, specifically concussions and related head trauma, subject to the restrictions described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Norton's Commitment. Subject to the conditions set out herein, Norton agrees to make the following contributions to promote and enhance the Programs in the field of pediatric medicine.

Partial funding to enable JCPS to contract for the services of fifteen (15) full-time athletic trainers who will be assigned to designated high schools listed in Exhibit A, attached hereto and hereinafter referred to as the "participating schools." The trainers will serve all student athletes at the participating schools. Norton, KORT Physical Therapy and JCPS will jointly fund this initiative, each providing Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) per trainer. Norton is being asked to contribute Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00).

Upon receiving written assurances, as determined acceptable by Norton, of the JCPS intentions to fulfill its commitments detailed above, Norton will provide funding to JCPS in the amount set forth above, payable in one lump sum on or before November 1, 2016, to be used exclusively to support the Program at the participating schools. The funding provided by Norton pursuant to this Agreement shall be referred to as the "Support."

2. JCPS's Commitment. JCPS shall enter into a contract with KORT for the services of fourteen (14) athletic trainers and a contract with ProRehab of Louisville for the services of one (1) athletic trainer and other supporting services in its student athletic program to reduce head trauma and concussions in its student athletes and the Support described in Paragraph 1 will be dedicated exclusively to the partial funding to hire fifteen (15) full-time athletic trainers, provide concussion testing and other support services for the Programs. JCPS shall place one (1) Norton Sports Health banner (to be provided by Norton Sports Health) at each outdoor and each indoor sports venue at

each of the participating schools (i.e., football field, baseball field, soccer field, softball field, basketball gym, tennis court). JCPS shall also provide space within any athletic game program for a sports events at each participating school for a Norton Sports Health advertisement, make a minimum of two (2) public address announcements per athletic game at each participating school (wording to be mutually agreed by JCPS and Norton Sports Health) and any other marketing or advertising opportunity mutually agreed upon between the parties.

3. Norton Oversight. At Norton's request, JCPS shall provide progress reports to Norton, in reasonable detail, regarding the use and the accomplishments achieved by such Support.

4. Payment. The Support described in Paragraph 1 shall be paid by Norton to JCPS at the following address:

School: Jefferson County Public Schools
Attn: Jerry Wyman
3332 Newburg Road
Louisville, KY 40218-2414

5. Term. The term of this Agreement is from the effective date through June 30, 2017.

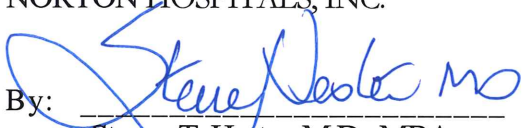
It is the parties' hope and expectation that this Support shall advance pediatric services and reduce the dangers arising from head trauma and concussions with the ultimate benefit to redound to the public.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the above-mentioned date.

NORTON HOSPITALS, INC.

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____


Steven T. Hester, M.D., MBA
Senior Vice President and
Chief Medical Officer

By: _____

Title: _____

Date: _____

8/18/16

Date: _____

Norton Healthcare, Inc.

Legal Approval:

By: _____

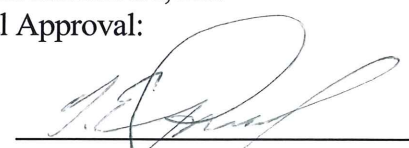

Thomas E. Powell, II
Associate Vice President
Assistant General Counsel

EXHIBIT A

JCPS HIGH SCHOOLS RECEIVING PROGRAM FUNDS

Brown
Butler
Central
Eastern
Fairdale
Fern Creek (ProRehab)
Iroquois
Male
Moore
Seneca
Shawnee
Southern
Valley
Waggener
Western