AMENDMENT TO MASTER SUPPORT AND SERVICES AGREEMENT

This AMENDMENT TO MASTER SUPPORT AND SERVICES AGREEMENT (this "Amendment") is entered into effective as of February 26, 2018 (the "Amendment Effective Date") by and between (i) the UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth of Kentucky ("UofL"), (ii) UNIVERSITY OF LOUISVILLE PHYSICIANS, INC., a Kentucky nonprofit corporation ("ULP"), and (iii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation ("KYOne") (each a "Party" and collectively "Parties").

RECITALS

WHEREAS, UofL and KYOne are parties to that certain Academic Affiliation Agreement, dated July 1, 2017 (the “AAA”), related to University teaching, training, and clinical programs based at Jewish Hospital and Frazier Rehab Institute;

WHEREAS, UofL, ULP, and KYOne are parties to that certain Master Support and Services Agreement, effective July 1, 2017 (the "MSA"), which set out KYOne’s financial commitment to support academic and clinical programs at UofL, as well as the Parties’ mutual obligations related to clinical programs as contemplated under the AAA.

WHEREAS, UofL and KYOne agreed to extend the term of the AAA to eighteen (18) months, by amendment dated February __, 2018; and

WHEREAS, in accordance with Section 12.9 of the MSA, the Parties desire to extend the term of the MSA to eighteen (18) months as well and to further amend the MSA as described herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 1. Section 1 of the MSA is hereby amended to add the following new defined term:

   “Extended Term” has the meaning set forth in Section 8.1.

2. Amendment to Section 7.1. Section 7.1 of the MSA is hereby amended to add the following new section 7.1(c):

   7.1 Compensation and Departmental Support.

   (c) Compensation for Services rendered and Support Amount payments for Departmental Support, as set forth on the Supplements, are calculated based on the initial one-year Term (as described below). The Parties shall prorate the financial terms in each Supplement to determine the appropriate Compensation and Support Amount payments during the Extended Term.
3. **Amendment to Section 8.1.** Section 8.1 of the AAA is hereby deleted in its entirety and replaced with the following:

8.1 **Term.** Unless earlier terminated by mutual agreement of the Parties in writing or otherwise as set forth in this Agreement, the initial term of this Agreement will commence on the Effective Date and continue for a period of one (1) year ("Term"). This Agreement shall automatically renew at the end of the Term for a period of six (6) months (the "Extended Term"). In the event of the termination of this Agreement, each Supplement will terminate.

4. **Remainder of Agreement.** Except as specifically set forth herein, all other provisions of the MSA shall remain as originally set forth therein.

5. **Definitions.** Capitalized terms used herein and not specifically defined shall have the meanings ascribed to them in the MSA.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective representatives as of the day and year first above written.

KENTUCKYONE HEALTH, INC.
d/b/a JEWISH HOSPITAL, INC.

By: ____________________________
Ron Waldridge, II, M.D.
President and CEO

UNIVERSITY OF LOUISVILLE

By: ____________________________
Gregory C. Postel, M.D.
Interim President

UNIVERSITY OF LOUISVILLE
PHYSICIANS, INC.

By: ____________________________
Gerald Rabalais, M.D.
CEO
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CEO