AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT

This AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT (this “Amendment”) is entered into effective as of February 60, 2018 (the “Amendment Effective Date”) by and between (i) the UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth of Kentucky (“University”), and (ii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation (“KentuckyOne”). University and KentuckyOne are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, University and KentuckyOne 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; and

WHEREAS, in accordance with Section 8.3 of the AAA, the Parties desire to extend the term of the AAA and amend the AAA 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 3.3(a).** Section 3.3(a) of the AAA is hereby deleted in its entirety and replaced with the following:

3.3 **Academic Payments.**

(a) During the Term of this Agreement, KentuckyOne will provide, in the aggregate, no less than $35,655,783.00 (the “Academic Payment”), which will be allocated to include, among other expenditures:

(i) Funding for 51 FTE resident positions at the Jewish Hospital and 5 FTE resident positions at Frazier facilities, as listed on Exhibit A, taking into account (a) staffing at comparable healthcare facilities, (b) the services provided at the Jewish Hospital and Frazier facilities, and (c) clinical volume at the Jewish Hospital and Frazier facilities; provided, however, that the funding shall not be less than $6,316,264.50 during the Term without the prior written consent of the University (“Residency Funding”). All such funding shall be determined based on the total number of resident FTEs assigned to Jewish Hospital and Frazier pursuant to Section 3.2, based on the University’s historical practice for establishing salary and benefits for residents assigned to the GME program at the Jewish Hospital.
and Frazier facilities and consistent with the schedule set forth on Exhibit B.

(ii) Funding paid pursuant to the Master Support and Services Agreement ("Support and Services Funding").

2. Amendment to Section 3.3(b). The date “October 1, 2018” in Section 3.3(b) of the AAA is hereby deleted and replaced with “April 1, 2019”.

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. The term of this Agreement shall be for a period of eighteen (18) months, commencing on the Effective Date, and continuing through December 31, 2018 (the “Term”).

4. Amendment to Exhibit C. Exhibit C of the AAA is hereby amended to add the Amendment to Master Support and Services Agreement, dated February 28, 2018, which is attached hereto and incorporated herein by reference.

5. Remainder of Agreement. Except as specifically set forth herein, all other provisions of the AAA shall remain as originally set forth therein.

6. Definitions. Capitalized terms used herein and not specifically defined shall have the meanings ascribed to them in the AAA.

7. 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, M.D.
President and CEO

UNIVERSITY OF LOUISVILLE

By: _______________________
Gregory C. Postel, M.D.
Interim President
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By: ________________
Ron Waldridge, II, M.D.
President and CEO

UNIVERSITY OF LOUISVILLE

By: __________________
Gregory C. Pestel, M.D.
Interim President