

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of December 14, 2016 (the "Effective Date") by and between the University of Louisville, an instrumentality of the Commonwealth of Kentucky, acting through its Board of Trustees ("University"), University Medical Center, Inc., a Kentucky nonprofit corporation ("UMC") and KentuckyOne Health, Inc., a Kentucky nonprofit corporation ("KentuckyOne"). Each of University and UMC are sometimes hereinafter referred to individually as a "University Party," and, collectively, as the "University Parties." University, UMC and KentuckyOne may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The University and UMC jointly issued Request for Proposals No. RP-57-12: Investing in and Delivering Health Care Services, Education and Research in Conjunction with University of Louisville and University Medical Center. Following a competitive negotiation process, the parties entered into a Lease (as defined below), AAA (as defined below), JOA (as defined below) and several other related agreements.

B. The Commonwealth of Kentucky (the "Commonwealth"), University, UMC and KentuckyOne entered into that certain Academic Affiliation Agreement dated November 13, 2012 (the "AAA"), in order to, among other things, designate ULH (as defined below) as the University's principal adult teaching hospital, and establish the roles and responsibilities of the parties in connection with the operation of University's academic, clinical and research programs at ULH, the Cancer Center, Jewish Hospital and Frazier.

C. The Commonwealth, University and UMC are parties to that certain Amended and Restated Lease Agreement dated November 13, 2012 (the "Lease"), pursuant to which UMC entered into a long term lease of the real and personal property to operate an acute-care teaching hospital and related medical facilities in accordance with the terms of the AAA.

D. UMC and KentuckyOne are parties to that certain Joint Operating Agreement dated November 13, 2012 (the "JOA"), pursuant to which KentuckyOne agreed to manage and operate (other than the Maintained Procedures, as defined in the JOA) University of Louisville Hospital ("ULH"), the James Graham Brown Cancer Center (the "Cancer Center"), and other ancillary UMC businesses and operations associated with ULH and the Cancer Center (together with ULH and the Cancer Center, and excluding the Maintained Procedures as defined in the JOA, the "Business").

E. The Parties have been engaged in discussions regarding how to best structure their relationship moving forward in order to optimize patient care and address the claims raised by the University Parties in their joint letter to KentuckyOne dated October 4, 2016 (the "October 4 Claims").

F. As a result of such discussions, the Parties desire to restructure the current arrangement, and transition operation and management of the Business back to the University Parties (the "Restructuring"), and for the University Parties to release KentuckyOne from the October 4 Claims, in accordance with the terms and conditions described herein.

G. In addition, the Parties desire to continue and enhance the University's academic, clinical and research programs at Jewish Hospital and Frazier, and other mutually agreed upon KentuckyOne facilities.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to terms defined elsewhere in this Agreement (including the Recitals), the capitalized terms in this Agreement shall have the meanings assigned to them on Schedule 1.1, attached hereto and incorporated herein.

Section 1.2 Recitals. The Recitals are hereby incorporated herein by this reference and made a substantive part hereof.

ARTICLE II TERMS OF RESTRUCTURING

Section 2.1 JOA Restructuring. The University Parties and KentuckyOne agree that as of the Restructuring Date, the current JOA arrangement will be terminated and management of the Business will be transitioned to the University Parties consistent with (i) the UMC balance sheet and income statement for the period ending June 30, 2016, attached hereto as Schedule 2.1(i), except for changes occurring in the Ordinary Course of Business during the Term of this Agreement, and (ii) the financial condition requirements related to the Business set forth on Schedule 2.1(ii) attached hereto. All ongoing obligations of UMC and KentuckyOne under the JOA related to the management and operation of the Business shall cease following the Restructuring Date, except as otherwise provided in this Agreement or any other agreements to be entered into in connection with this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall constitute a release from any post-termination obligations of any Party under the JOA, including but not limited to KentuckyOne's obligation to maintain tail coverage in accordance with Section 1.16(b) of the JOA and UMC's payment obligations under the note, if any, described in Section 5.2(d) of the JOA and Section 2.4 and 5.1.6 of this Agreement.

Section 2.2 AAA Restructuring. KentuckyOne and University will work in good faith to reach agreement on a new academic affiliation agreement for University programs at Frazier and Jewish Hospital, which shall include, but not be limited to, the programs identified on Schedule 2.2(i) attached hereto (the "Jewish-Frazier AAA"), by no later than the Transition Stage Deadline. The Parties agree that in the event that they are unable to reach final agreement on the Jewish-Frazier AAA by the Transition Plan Deadline, the terms of AAA shall be amended and restated, effective as of the Restructuring Date and in accordance with Section 4.3, to ensure that the terms of the AAA and existing Academic Support Agreements (as defined in the AAA) applicable to Jewish Hospital and Frazier, as well as the agreements identified in on Schedule 2.2(ii) attached hereto, will continue for a period of one (1) year following the Restructuring Date.

Section 2.3 Partners in Excellence. The Parties agree that the Partners in Excellence program will end as of the Restructuring Date, and University will be eligible to accrue additional Partners in Excellence program payments (in an amount of up to Seven Million Five Hundred Thousand Dollars (\$7,500,000), based on performance toward program metrics) until such time. The Parties shall work in good to faith to reach agreement on program metrics for the period from January 1, 2017 through the Restructuring Date by no later than December 31, 2016 (the “PIE Metrics”).

Section 2.4 Capital Payments.

2.4.1 Additional Capital Investments. KentuckyOne will make new capital investments at ULH during the Term of this Agreement, in amounts of up to Thirty-Two Million Dollars (\$32,000,000) in the aggregate, in such amounts and on such dates as directed in writing by the University Parties. The University Parties agree to repay the undepreciated amounts of such capital investments (as determined in accordance with GAAP) to KentuckyOne on the Restructuring Date, provided that KentuckyOne will agree to finance any repayments required under Section 2.4.4 below in accordance with Section 5.2(d) of the JOA, if so requested by the University Parties.

2.4.2 Capital in Progress. KentuckyOne represents that as of November 1, 2016 it has initiated approximately Twelve Million Eight Hundred Thousand Dollars (\$12,800,000) of capital improvements in ULH, as described on Schedule 2.4.2 attached hereto (the “Capital in Progress”), and KentuckyOne and University agree that, to the extent any such funds related to the Capital in Progress remain unpaid to vendors or contractors as of the expiration of the Agreement, such funds will be paid to vendors or contractors, committed to vendors or contractors or set aside for the benefit of vendors or contractors to the mutual satisfaction of KentuckyOne and University.

2.4.3 Waiver of Certain Undepreciated Capital. KentuckyOne agrees that it will waive any required repayment of undepreciated capital invested in ULH, under Section 5.2(a) of the JOA, for (i) capital invested in or initiated at ULH through November 1, 2016, as set forth on Schedule 2.4.3 and in no event including any IT capital assets to be included as part of the EHR/IT TSA under Section 6.2, and (ii) all Capital In Progress ((i) and (ii), collectively, the “Aggregate Undepreciated Capital”), as confirmed to the University Parties’ reasonable satisfaction prior to the Effective Date and with any adjustments in accordance with Section 2.4.4.

2.4.4 Repayment of Certain Undepreciated Capital. UMC agrees to repay any undepreciated capital investments, as requested in writing by the University Parties in accordance with Section 2.4.1, made by KentuckyOne at ULH after November 1, 2016. KentuckyOne will finance any such repayment in accordance with Section 5.2(d) of the JOA, if so requested by the University Parties. Notwithstanding the foregoing: (i) to the extent that further investigation or examination reveals that, based on GAAP principles, the actual amount of Aggregate Undepreciated Capital is less than Thirty Eight Million Eight Hundred Thousand Dollars (\$38,800,000) (the “Target Capital Amount”), the University Parties will have the right to reduce any required repayment amount under this Section 2.4.4 by the amount the actual Aggregate Undepreciated Capital is less than the

Target Capital Amount; and (ii) to the extent that further investigation or examination reveals that, based on GAAP principles, the actual amount of Aggregate Undepreciated Capital is greater than the Target Capital Amount, KentuckyOne will have the right to increase any required repayment amount under this Section 2.4.4 by the lesser of (a) the amount the actual Aggregate Undepreciated Capital is greater than the Target Capital Amount or (b) an amount equal to the difference between the Target Capital Amount and the Aggregate Undepreciated Capital amounts set forth on Schedules 2.4.2 and 2.4.3 attached hereto.

Section 2.5 Women's Services. As of the Effective Date, KentuckyOne agrees that the University Parties may seek other partners to build and support women's services, in accordance with Section 5.7 of the AAA. KentuckyOne acknowledges that the Capital Fund and UMC Reserve Fund (each as defined in Section 2.5 of the JOA) dedicated to the Center for Women and Infants, are the property of UMC and may be used by the University Parties in their discretion and without seeking the consent of KentuckyOne.

ARTICLE III AMENDMENT TO JOA

In accordance with Sections 2.1, 2.4.3, 2.4.4, and 2.5 above, KentuckyOne and UMC agree, in accordance with Section 8.9 of the JOA, to amend the JOA as set forth in the amendment to the JOA attached hereto as Schedule 3, to be executed herewith (the "JOA Amendment").

ARTICLE IV RESTRUCTURED AAA ARRANGEMENTS

Section 4.1 Clarification of AAA Sections 5.8(c)-(d). The Parties acknowledge and agree that: (i) Section 5.8(c) of the AAA shall not be interpreted to preclude any agreement or other arrangement between or among the University Parties or their Affiliates relating to the operation of ULH or the Cancer Center; (ii) "competitor" as used in Section 5.8(c) of the AAA includes only third-parties providing services in the Louisville metropolitan area; and (iii) Section 5.8(d) of the AAA does not restrict University from owning, managing or operating ULH or the Cancer Center. This Section 4.1 shall survive the termination or expiration of this Agreement for any reason.

Section 4.2 Waiver of AAA Section 10.1.

4.2.1 Effective upon receipt of the July 2016 Investment Fund Payment (as described in Section 5.1.3 below), University agrees that any outstanding balance to be invested in the Investment Fund (as defined in the AAA) under Section 10.1 of the AAA is hereby waived, and that KentuckyOne will have no further obligation to invest in the Investment Fund or to make any further payments required by Sections 10.1, 10.2 and 10.3 of the AAA.

4.2.2 KentuckyOne and the University Parties agree that University will be able to use the July 2016 Investment Fund Payment funds in its sole discretion, and hereby waive any requirement that such funds comply with the Investment Plan.

Section 4.3 Amended and Restated AAA. In the event KentuckyOne and University are unable to agree upon the terms of the Jewish/Frazier AAA by the Transition Stage Deadline, then, in accordance with Section 2.2 above, effective upon the Restructuring Date, the AAA will be amended as set forth in the Amended and Restated Academic Affiliation Agreement attached hereto as Schedule 4.3, to be executed herewith (the “Amended and Restated AAA”).

ARTICLE V COVENANTS

Section 5.1 KentuckyOne Covenants. During the Term of this Agreement, KentuckyOne agrees to abide by the following covenants:

5.1.1 Except in the Ordinary Course of Business, or as otherwise provided for in this Agreement or consented to in writing by University, KentuckyOne shall:

(a) continue to operate and manage the Business in compliance in all material respects with all applicable Laws and obligations under the JOA, the AAA and the Lease;

(b) continue to operate and manage the Business in compliance in all material respects with the fiscal year 2017 budget, as provided by KentuckyOne’s outside legal counsel to the University Parties’ outside legal counsel;

(c) preserve intact the Governmental Authorizations of the ULH Facilities;

(d) use reasonable best efforts to maintain material relationships beneficial to the Business such as material physician, patient, payor, supplier and key employee relationships;

(e) maintain in full force and effect present insurance policies covering the Business or, for any such insurance policy that expires or is cancelled or terminated, maintain in full force and effect a replacement insurance policy;

(f) not make any material changes to the accrued liabilities for known claims or general/unallocated liabilities identified on the financial statements of UMC as of the Balance Sheet Date, except in accordance with GAAP and consistent with prior practices; and

(g) maintain the Books and Records of the ULH Facilities and the Business in a manner consistent with past business practices and GAAP, as applicable.

5.1.2 Nurse and Allied Health Staffing. KentuckyOne agrees that it will not, during the Term of this Agreement, reduce either the nursing staff or the allied health professionals staff at any ULH Facility without first obtaining prior written approval, which approval may be withheld by either University Party in its sole discretion.

KentuckyOne further agrees that it will not, during the Term of this Agreement, take any steps, by affirmative action or failure to act, that slow, impede or halt ongoing recruiting efforts undertaken in accordance with the applicable CMS Plan of Correction dated June 29, 2016, for either the nursing staff or the allied health professionals staff at the ULH Facilities.

5.1.3 Payment of Investment Funds. The programmatic investment fund payment due by KentuckyOne as of July 2016, in the amount of Seventeen Million Four Hundred Thirty-Three Thousand Two Hundred Fifty-Seven Dollars (\$17,433,257) (the “July 2016 Investment Fund Payment”), will be delivered by KentuckyOne to University via wire transfer by no later than December 24, 2016.

5.1.4 Access and Information. During the Term of this Agreement and subject to applicable Laws, KentuckyOne shall allow the University Parties, through their officers, employees and representatives (including its legal advisors, accountants and consultants): (i) to conduct to the University Parties’ reasonable satisfaction, prior to the Transition Stage Deadline, due diligence related to KentuckyOne’s management and operation of the Business and transition of the Business to the University Parties; (ii) to make other investigation or examination of the properties, assets, businesses and operations of KentuckyOne as related to KentuckyOne’s management of the Business (including, but not limited to, the determination of the Aggregate Undepreciated Capital amount); (iii) to make such examination of the Books and Records of KentuckyOne, as such Books and Records relate to KentuckyOne’s management of the Business, as the University Parties reasonably request and to make extracts and copies of such Books and Records; (iv) to make such examination of the Books and Records of KentuckyOne, as such Books and Records relate to determination of amounts due University under Section 2.3 of this Agreement, determination of the Aggregate Undepreciated Capital or determination of new capital investments made by KentuckyOne in accordance with Section 2.4.1 of this Agreement, as the University Parties reasonably request and to make extracts and copies of such Books and Records; and (v) to have reasonable access to the Business Employees. Any such due diligence review or investigation and examination shall be conducted during regular business hours and under reasonable circumstances and shall be subject to restrictions under applicable Law. KentuckyOne shall cause its officers and employees, and shall use best efforts to cause its consultants, agents, accountants, attorneys and other representatives to reasonably cooperate with the University Parties and the University Parties’ representatives in connection with such investigation and examination, and the University Parties and their representatives shall cooperate with KentuckyOne and its representatives and shall use their best efforts and take all actions reasonably requested by KentuckyOne to minimize any disruption to the Business or other KentuckyOne operations. Notwithstanding anything herein to the contrary, no such due diligence review, investigation or examination shall be permitted to the extent that it would require KentuckyOne to disclose information subject to attorney-client privilege, violate any Law or conflict with any confidentiality obligations to which KentuckyOne is bound. In the event of any material breach of this Section 5.1.4, the University Parties shall provide written notice of such material breach to KentuckyOne and KentuckyOne shall have five (5) business days to cure such material breach to the reasonable satisfaction of the University Parties.

5.1.5 UMC Debt. KentuckyOne agrees that (i) as of the Effective Date, there is not any Long-Term Debt on UMC's balance sheet and UMC has no obligations otherwise with regard to any Long-Term Debt held by KentuckyOne or CHI, and (ii) it will not, during the Term of this Agreement, incur any new Long-Term Debt on behalf of UMC or any ULH Facility without first obtaining the prior written approval of the University Parties, which approval may be withheld by either University Party in its sole discretion.

5.1.6 Financing. In accordance with Sections 2.4.1 and 2.4.4 above, KentuckyOne or a KentuckyOne Affiliate (as determined by KentuckyOne in its sole discretion) will finance, effective as of the Restructuring Date, any amounts owed by UMC for undepreciated capital under Section 5.2(a) of the JOA (as amended), through a commercially reasonable note (the "Promissory Note"), for a period of up to ten (10) years following the Restructuring Date, in accordance with Section 5.2(d) of the JOA or as otherwise agreed-upon by the applicable parties. Either University Party or an Affiliate of either University Party may be the "Borrower" under the Promissory Note, as determined by the University Parties in their sole discretion.

5.1.7 Notice of Certain Events. KentuckyOne shall promptly notify the University Parties of any change or event that, individually or in the aggregate, has had or could have a Material Adverse Effect on the Business or the ULH Facilities. In addition, KentuckyOne will provide the University Parties copies of any correspondence received from Governmental Authorities regarding the Business or the ULH Facilities, within five (5) days of receiving such correspondence.

5.1.8 Cooperation. KentuckyOne agrees that it will, and will cause its employees, agents and representatives to, use reasonable best efforts to assist and cooperate with the University Parties in order to ensure an orderly transition on the Restructuring Date. KentuckyOne further agrees that it will: (i) consult with the University Parties with regard to matters related to the Restructuring, including but not limited to, entering into new Contracts or changes to existing Contracts or KentuckyOne Benefit Plans that would have a material impact on the Business following the Restructuring Date; and (ii) consult with the University Parties regarding any matters related to patient safety or regulatory compliance that would materially affect the ability of the University Parties to conduct the Business following the Restructuring Date, and not take any action with regard to such matters without first reaching agreement with the University Parties as to the treatment of such matters. In furtherance of the foregoing, the President and CEO of KentuckyOne and the University's Executive Vice President for Health Affairs, and/or their designees who have been delegated authority to act on behalf of such individuals, shall meet regularly to discuss matters related to the Restructuring.

5.1.9 No Claims During Transition Planning Stage. KentuckyOne agrees that during the Transition Planning Stage, it will not (i) deliver a notice of termination under the AAA or JOA or (ii) initiate any dispute claiming any breach by UMC or University under the AAA or JOA, invoking the mediation or arbitration provisions under the JOA or AAA, or filing any action in any court to enforce the terms of or terminate the JOA or AAA. Notwithstanding the foregoing, nothing contained in this Section 5.1.9 shall

constitute, or be deemed to constitute, a waiver by KentuckyOne regarding any claims which arise during the Transition Planning Stage, and KentuckyOne will have the right to pursue any such claims following the Transition Planning Stage in accordance with the terms of the JOA or AAA, as applicable.

Section 5.2 Covenants of the University Parties. During the Term of this Agreement, the University Parties agree to abide by the following covenants:

5.2.1 KentuckyOne Board Seats. The University Parties agree that, during the Term of this Agreement, the three (3) open seats on the KentuckyOne Board of Directors (the “KentuckyOne Board”) designated for appointment by University in accordance with Section 2.6 of the JOA will remain vacant, and that University will not put forth any names in an effort to fill such seats.

5.2.2 ULP Physician Participation. KentuckyOne and the University Parties will collaborate to identify mutually beneficial clinical opportunities to enhance patient care in the communities they serve. In addition, during the Term of this Agreement, University will use reasonable best efforts to help ensure that all ULP physicians become and/or remain, as applicable, “Tier 1” providers in KentuckyOne Health Partners, LLC’s clinically integrated network.

5.2.3 No Claims During Transition Planning Stage. The University Parties agree that during the Transition Planning Stage, neither University Party will, except with regard to any payment terms hereunder or matters related to patient safety or regulatory compliance that would materially affect the ability of the University Parties to conduct the Business following the Restructuring Date, (i) deliver a notice of termination under the AAA or JOA (ii) or initiate any dispute claiming any breach by KentuckyOne under the AAA or JOA, invoking the mediation or arbitration provisions under the JOA or AAA, or filing any action in any court to enforce the terms of or terminate the JOA or AAA. Notwithstanding the foregoing, nothing contained in this Section 5.2.3 shall constitute, or be deemed to constitute, a waiver by either University Party regarding any claims which arise during the Transition Planning Stage, and each University Party will have the right to pursue any such claims following the Transition Planning Stage in accordance with the terms of the JOA or AAA, as applicable.

ARTICLE VI TRANSITION PLANNING & RECIPROCAL COMMITMENTS

Section 6.1 Transition Services. KentuckyOne and one or both of the University Parties will, as of the Restructuring Date, enter into a transition services agreement, containing agreed-upon covenants, representations and warranties and in a form reasonably agreed upon by KentuckyOne and the University Parties prior to the Transition Stage Deadline (the “Transition Services Agreement”), pursuant to which KentuckyOne will provide such services identified by KentuckyOne and the University Parties during the Transition Planning Stage as being necessary for the orderly transition of Business operations. The Transition Services Agreement will continue for a period of up to eighteen (18) months following the Restructuring Date; provided, however, that the Transition Services Agreement may be terminated at any time by the

University Parties upon sixty (60) days' prior written notice. KentuckyOne will be compensated by the University Parties for all services provided under the Transition Services Agreement at a commercially reasonable, fair market value rate consistent with the amounts charged by CHI or KentuckyOne, as applicable, to other affiliated entities.

Section 6.2 EHR/IT Transition Services Agreement. KentuckyOne and the University Parties will work in good faith to enter into, by no later than the Transition Stage Deadline, a transition services agreement to maintain and operate the information technology and electronic health records systems currently in use at the ULH Facilities, in a form reasonably agreed upon by KentuckyOne and the University Parties prior to the Transition Stage Deadline (the "EHR/IT TSA"). If KentuckyOne and the University Parties reach agreement on the EHR/IT TSA, then (i) the costs under the EHR/IT TSA will be fair market value for services provided, and (ii) the University Parties will purchase, at net book value, those hard assets to be set forth on a schedule to the EHR/IT TSA which are required to operate the Cerner EHR system at the ULH Facilities, to be paid over a period of up to one hundred twenty (120) months on commercially reasonable terms (the "IT Capital Asset Purchase"). The costs for any services provided under the EHR/IT TSA will be on substantially the same terms as incurred by all CHI hospitals and subsidiaries, and KentuckyOne and the University Parties will engage in good faith, reasonable best efforts to agree upon such costs, and the terms of the IT Capital Asset Purchase, by no later than February 15, 2017. In the event KentuckyOne and the University Parties are unable to reach agreement on the EHR/IT TSA, then KentuckyOne will allow the University Parties to continue to use KentuckyOne's Cerner EHR system at the ULH Facilities for up to one (1) year, at a fair market value rate established by a mutually agreed upon, independent fair market value appraiser with expertise in valuing such services.

Section 6.3 Good Faith Negotiations. During the Transition Planning Stage, the Parties covenant and commit to work together and negotiate in good faith, using reasonable best efforts, to reach agreement by no later than the Transition Stage Deadline the terms of an operational transition plan, in accordance with Section 5.2(e) of the JOA, and all other agreements deemed necessary for the orderly operational transition of the Business to the University Parties immediately following the Restructuring Date, including the Jewish-Frazier AAA, Transition Services Agreement, EHR/IT TSA, Promissory Note and such other agreements deemed to be necessary by the Parties to effectuate a smooth transition following the Restructuring Date.

Section 6.4 Joint Communications. The Parties agree that any communication regarding the ongoing and resulting relationship between the Parties (including, without limitation, the Restructuring, this Agreement and any agreement contemplated by or resulting from this Agreement) will be crafted jointly and with input from each respective communications department/personnel, and declared by such individuals at such time as mutually agreed upon. No Party shall make any public announcement regarding the matters described herein without the consent of the other Parties.

Section 6.5 No Termination for Convenience. The Parties acknowledge and agree that nothing in this Agreement shall, or shall be construed to, constitute a "Termination for Convenience" under 17.2(h) of the AAA.

Section 6.6 Confidentiality. Except as required by applicable Law, each Party agrees that any and all information provided to it pursuant to this Agreement, together with analyses, compilations, studies or other documents or records prepared by any Party, which contain or otherwise reflect or are generated from such information (collectively, the “Information”), will be kept confidential. Each Party agrees, to the extent permitted by applicable Law, (a) to instruct all of its representatives to treat the Information confidentially and not to use it other than for the purpose of analyzing and evaluating the transactions contemplated by this Agreement, (b) to be responsible in any event for any breach of this Section 6.6 by any of its representatives, and (c) to make all reasonable, necessary and appropriate efforts to safeguard the Information from disclosure to anyone other than as permitted hereby. The foregoing restrictions with respect to the Information shall not apply to any information which (i) is on the date hereof or hereafter becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by the Party receiving the Information or its representatives, (ii) was available to the Party receiving the Information on a non-confidential basis prior to its disclosure, or (iii) becomes available to the Party receiving the Information on a non-confidential basis from a source other than a Party to this Agreement or its representatives, which source was not itself bound by a confidentiality agreement. The Parties further agree that if the transactions contemplated hereby are not consummated, upon reasonable request, the Parties will return or destroy, and will cause their representatives to return or destroy, all documents and other written information acquired from the other Party or its Affiliates and all copies thereof in their possession.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF KENTUCKYONE

KentuckyOne hereby represents and warrants to the University Parties as of the Effective Date and as of the Restructuring Date to those matters set forth in this Article VII.

Section 7.1 Authorization.

7.1.1 The execution, delivery and performance by KentuckyOne of this Agreement and the other agreements to be entered into by KentuckyOne pursuant to the terms of this Agreement, and the consummation by KentuckyOne of the transactions contemplated hereby and thereby are within KentuckyOne’s corporate powers, are not in contravention of the terms of KentuckyOne’s Constituent Documents, and have been duly authorized and approved by the KentuckyOne Board in accordance with KentuckyOne’s Constituent Documents and Kentucky Law. No other corporate proceedings on the part of KentuckyOne are necessary to authorize the execution, delivery and performance of this Agreement or any other agreement to be entered into by KentuckyOne pursuant to the terms of this Agreement.

7.1.2 This Agreement has been duly and validly executed and delivered by KentuckyOne. On or prior to the Restructuring Date, the other agreements to be entered into by KentuckyOne pursuant to the terms of this Agreement will have been duly and validly executed and delivered by KentuckyOne. This Agreement constitutes, and upon their execution and delivery by KentuckyOne, the other agreements to be entered into pursuant to the terms of this Agreement by KentuckyOne will constitute, the legal, valid

and binding obligations of KentuckyOne, enforceable against KentuckyOne in accordance with their respective terms (assuming the valid authorization, execution and delivery hereof and thereof by University, UMC and any other Parties thereto).

Section 7.2 No Conflicting Agreements; Consents.

7.2.1 KentuckyOne's execution, delivery and performance of this Agreement and the other agreements to be entered into by KentuckyOne pursuant to the terms of this Agreement does not and will not (a) constitute a breach or violation of its governing documents; (b) constitute a breach or violation of any law, constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which KentuckyOne is subject; (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, or lease to which KentuckyOne is a party or by which it is bound; or (d) require any permit, declaration of, notice to, authorization or consent of any individual or entity, including any Governmental Authority or any party to any contract.

7.2.2 No Governmental Authorization or Governmental Order is required on the part of KentuckyOne in connection with the execution and delivery of this Agreement or the consummation of the Restructuring, or the compliance by KentuckyOne with any of the provisions hereof or thereof, except for such Governmental Authorizations or Governmental Orders the failure of which to obtain would not have a Material Adverse Effect on KentuckyOne.

Section 7.3 No Untrue Statements or Missing Information. To the Knowledge of KentuckyOne, no representation or warranty made by KentuckyOne in this Agreement nor any information, statement or certificate required to be furnished to UMC and/or University in connection with this Agreement or execution, delivery or performance of this Agreement, contains any untrue statement of material fact or fails or will fail to state a material fact necessary to make the statements contained therein not misleading.

**ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF UMC**

UMC hereby represents and warrants to KentuckyOne as of the Effective Date and as of the Restructuring Date to those matters set forth in this Article VIII.

Section 8.1 Authorization.

8.1.1 The execution, delivery and performance by UMC of this Agreement and the other agreements to be entered into by UMC pursuant to the terms of this Agreement, and the consummation by UMC of the transactions contemplated hereby and thereby are within UMC's corporate powers, are not in contravention of the terms of UMC's Constituent Documents, and have been duly authorized and approved by the UMC board of directors. No other corporate proceedings on the part of UMC are necessary to authorize the execution, delivery and performance of this Agreement or any other agreement to be entered into by UMC pursuant to the terms of this Agreement.

8.1.2 This Agreement has been duly and validly executed and delivered by UMC. On or prior to the Restructuring Date, the other agreements to be entered into by UMC pursuant to the terms of this Agreement will have been duly and validly executed and delivered by UMC. This Agreement constitutes, and upon their execution and delivery by UMC, the other agreements to be entered into pursuant to the terms of this Agreement by UMC will constitute, the legal, valid and binding obligations of UMC, enforceable against UMC in accordance with their respective terms (assuming the valid authorization, execution and delivery hereof and thereof by University, KentuckyOne and any other Parties thereto).

Section 8.2 No Conflicting Agreements; Consents.

8.2.1 UMC's execution, delivery and performance of this Agreement and the other agreements to be entered into by UMC pursuant to the terms of this Agreement does not and will not (a) constitute a breach or violation of its governing documents; (b) constitute a breach or violation of any law, constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which UMC is subject; (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, or lease to which UMC is a party or by which it is bound; or (d) require any permit, declaration of, notice to, authorization or consent of any individual or entity, including any Governmental Authority or any party to any contract.

8.2.2 No Governmental Authorization or Governmental Order is required on the part of UMC in connection with the execution and delivery of this Agreement or the consummation of the Restructuring, or the compliance by UMC with any of the provisions hereof or thereof, except for such Governmental Authorizations or Governmental Orders the failure of which to obtain would not have a Material Adverse Effect on UMC.

Section 8.3 No Untrue Statements or Missing Information. To the Knowledge of UMC, no representation or warranty made by UMC in this Agreement nor any information, statement or certificate required to be furnished to KentuckyOne in connection with this Agreement or execution, delivery or performance of this Agreement, contains any untrue statement of material fact or fails or will fail to state a material fact necessary to make the statements contained therein not misleading.

**ARTICLE IX
REPRESENTATIONS AND WARRANTIES OF UNIVERSITY**

University hereby represents and warrants to KentuckyOne as of the Effective Date and as of the Restructuring Date to those matters set forth in this Article IX.

Section 9.1 Authorization.

9.1.1 The execution, delivery and performance by University of this Agreement and the other agreements to be entered into by University pursuant to the terms of this

Agreement, and the consummation by University of the transactions contemplated hereby and thereby are within University's corporate powers, and have been duly authorized and approved by the University Board of Trustees. No other proceedings on the part of University are necessary to authorize the execution, delivery and performance of this Agreement or any other agreement to be entered into by University pursuant to the terms of this Agreement.

9.1.2 This Agreement has been duly and validly executed and delivered by University. On or prior to the Restructuring Date, the other agreements to be entered into by University pursuant to the terms of this Agreement will have been duly and validly executed and delivered by University. This Agreement constitutes, and upon their execution and delivery by University, the other agreements to be entered into pursuant to the terms of this Agreement by University will constitute, the legal, valid and binding obligations of University, enforceable against University in accordance with their respective terms (assuming the valid authorization, execution and delivery hereof and thereof by UMC, KentuckyOne and any other Parties thereto).

Section 9.2 No Conflicting Agreements; Consents.

9.2.1 The University's execution, delivery and performance of this Agreement and the other agreements to be entered into by University pursuant to the terms of this Agreement does not and will not (a) constitute a breach or violation of its organizing statutes and regulations or corporate agreements; (b) constitute a breach or violation of any other law, constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which the University is subject; (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, or lease to which the University is a party or by which it is bound; or (d) require any permit, declaration of, notice to, authorization or consent of any individual or entity, including any Governmental Authority or any party to any contract.

9.2.2 No Governmental Authorization or Governmental Order other than the approval of the Board of Trustees is required on the part of the University in connection with the execution and delivery of this Agreement or the consummation of the Restructuring, or the compliance by the University with any of the provisions hereof or thereof, except for such Governmental Authorizations or Governmental Orders the failure of which to obtain would not have a Material Adverse Effect on the University.

Section 9.3 No Untrue Statements or Missing Information. To the Knowledge of University, no representation or warranty made by University in this Agreement nor any information, statement or certificate required to be furnished to KentuckyOne in connection with this Agreement or execution, delivery or performance of this Agreement, contains any untrue statement of material fact or fails or will fail to state a material fact necessary to make the statements contained therein not misleading.

ARTICLE X RELEASES

Section 10.1 Release and Discharge of Claims by the University Parties. From and after the Effective Date of this Agreement, the University Parties release KentuckyOne and its officers, directors, shareholders, partners, members, managers, agents, employees, representatives, contractors, Affiliates, direct and indirect subsidiaries, direct and indirect parent entities, attorneys, successors, and assigns of and from all obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, theories of recovery, expenses, interest, and attorney's fees that were or could have been asserted or recovered as of the Effective Date of this Agreement, whether common law or statutory, known or unknown, arising out of or in connection with the October 4 Claims. This release and discharge shall extend to every type of claim, whether based on a tort, contract, or other theory of recovery, that the University Parties now have, or that may hereafter accrue or otherwise be acquired arising out of, or in any manner connected with, the October 4 Claims. Notwithstanding the foregoing, in the event that KentuckyOne materially breaches this Agreement with respect to any component of the University Parties' Consideration, the release and discharge provided in this Section 10.1 is thereby rescinded, null and void, and of no further force and effect.

Section 10.2 Release and Discharge of Claims by KentuckyOne. From and after the Effective Date of this Agreement, KentuckyOne releases the University Parties and Commonwealth, and their officers, directors, shareholders, partners, members, managers, agents, employees, representatives, contractors, Affiliates, direct and indirect subsidiaries, direct and indirect parent entities, attorneys, successors, and assigns of and from all obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, theories of recovery, expenses, interest, and attorney's fees that were or could have been asserted or recovered as of the Effective Date of this Agreement, whether common law or statutory, known or unknown, arising out of or in connection with the obligations of the University Parties under the AAA or JOA, as applicable, prior to the Effective Date. This release and discharge shall extend to every type of claim, whether based on a tort, contract, or other theory of recovery, that KentuckyOne now has, or that may hereafter accrue or otherwise be acquired arising out of, or in any manner connected with, the AAA or JOA prior to the Effective Date.

Section 10.3 Survival of Releases. The releases and discharges provided in this Article X shall survive the expiration or termination of this Agreement for any reason.

ARTICLE XI TERM AND TERMINATION

Section 11.1 Term. The term of the Agreement shall commence on the Effective Date and continue through the Restructuring Date (the "Term").

Section 11.2 Events of Termination. This Agreement may be terminated prior to end of the Term upon the occurrence of certain events, including:

11.2.1 mutual written agreement of the Parties;

11.2.2 by any Party if any permanent injunction, court order or other order, decree or ruling of any court or other governmental authority of competent jurisdiction permanently restraining, enjoining or otherwise preventing the consummation of the transactions contemplated hereby shall have been issued and become final and non-appealable;

11.2.3 by the University Parties if there has been any event, change or occurrence since the Effective Date that has or could reasonably be expected to have a Material Adverse Effect on the ULH Facilities;

11.2.4 by the University Parties if KentuckyOne breaches any material term or condition of this Agreement, including the covenants set forth in Article V, and such breach is not capable of being cured or is not cured within thirty (30) days (or five (5) days in the case of a payment term hereunder) of receipt of written notice of such breach to KentuckyOne; or

11.2.5 by KentuckyOne if the University Parties breaches any material term or condition of this Agreement, including the covenants set forth in Article V, and such breach is not capable of being cured or is not cured within thirty (30) days of receipt of written notice of such breach to the University Parties.

Section 11.3 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 11.2, this Agreement, and any obligations and releases contained herein, shall forthwith become void and have no effect, without any liability on the part of any Party, and all rights and obligations of any Party under this Agreement shall cease; *provided, however*, that (a) the obligations of Section 6.6, this Section 11.3 and Article XII hereof shall survive any such termination and abandonment, and (b) nothing contained in this Section 11.3 shall relieve any Party from liability for any intentional breach of this Agreement.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 12.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when delivered by reputable overnight courier, or if mailed, five days after being deposited in the United States mail, certified or registered mail, first-class postage prepaid, return receipt requested, to the Parties at the following addresses or facsimile numbers:

If to University or UMC:	c/o University of Louisville Abell Administration Center 323 East Chestnut, 3 rd Floor Louisville, KY 40202 Facsimile: 502-852-6849 Attention: Executive Vice President for Health Affairs
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With a copy to: University of Louisville
Grawemeyer Hall
2301 South Third Street
Louisville, KY 40208
Facsimile: 502-852-7226
Attention: President

With a copy to: University of Louisville
Grawemeyer Hall
2301 South Third Street
Louisville, KY 40208
Facsimile: 502-852-5818
Attention: Vice President for Strategy & General Counsel

If to KentuckyOne: KentuckyOne Health, Inc.
200 Abraham Flexner Way
Louisville, KY 40202
Facsimile: 502-587-4600
Attention: Chief Executive Officer

With a copy to: Catholic Health Initiatives
198 Inverness Drive West
Englewood, CO 80112
Facsimile: _____
Attention: _____

Section 12.2 Amendment. Except as otherwise expressly provided in this Agreement, this Agreement, including schedules and exhibits, may only be changed by a written amendment, signed by the authorized representatives of the Parties to such agreement.

Section 12.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Kentucky applicable to a contract executed and performed in such state.

Section 12.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument. Facsimile or other electronic imaging technology signatures on this Agreement shall be deemed to be original signatures for all purposes.

Section 12.5 No Assignment. Neither this Agreement nor any right hereunder or part hereof may be assigned by any Party hereto without the prior written consent of the other Parties hereto; provided, however, that KentuckyOne, on the one hand, and the University Parties, on the other hand, may assign their respective rights and obligations under this Agreement, in whole or in part, to other Persons who (a) are Affiliates of KentuckyOne or the University Parties, respectively, and (b) agree to be bound by the terms and conditions of this Agreement. Notwithstanding the assignment of this Agreement or any rights or obligations hereunder, the assignor shall be jointly and severally liable with its assignee for its obligations hereunder.

Section 12.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including successors by merger or otherwise.

Section 12.7 Entire Agreement. Each schedule and exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. Except for documents and agreements executed pursuant hereto and the other documents and agreements contemplated hereby, (i) this Agreement supersedes all prior oral discussions and written agreements between the Parties with respect to the subject matter of this Agreement (including any letter of intent, term sheet or similar agreement or document relating to the transactions contemplated hereby), and (ii) this Agreement, including the exhibits and schedules hereto and other documents delivered in connection herewith, contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof. To the extent there is a conflict between the terms of this Agreement and any prior agreement, including but not limited to the AAA or JOA, the terms of this Agreement shall control. In addition, CHI, KentuckyOne, University and UMC agree that the Confidentiality Agreement between such parties dated October 24, 2016 shall terminate upon execution of this Agreement.

Section 12.8 Waiver. No waiver by a Party of any provision of any agreement or any default, misrepresentation, or breach of warranty, covenant or agreement hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty, covenant or agreement.

Section 12.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

Section 12.10 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of University, UMC, KentuckyOne and their respective Affiliates, successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

Section 12.11 Expenses. Except as otherwise expressly provided in this Agreement or as otherwise expressly agreed by the Parties, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Restructuring, including all fees and expenses of agents, representatives, counsel, and accountants.

Section 12.12 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either Party shall be drawn from the fact that any portion of this Agreement or any document related hereto has been drafted by or on behalf of such Party.

Section 12.13 Specific Performance. The Parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy. Accordingly, the Parties agree that, in addition to any other remedies, each Party shall be entitled to enforce the terms of this Agreement by decrees of specific performance without the necessity of proving actual damages or posting bond.

[Signature page follows]

[Signature page 1 of 2 to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective representatives as of the day and year first above written.

UNIVERSITY OF LOUISVILLE

UNIVERSITY MEDICAL CENTER, INC.

By: Gregory C. Postelmo
Name: Gregory C. Postelmo
Title: Interim EVP/HA

By: Joan A. Coleman
Name: JOAN A. COLEMAN
Title: UMC Interim CEO

KENTUCKYONE HEALTH, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, APPROVED AND AGREED TO BY:

CATHOLIC HEALTH INITIATIVES

By: _____
Name: _____
Title: _____

[Signature page 1 of 2 to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective representatives as of the day and year first above written.

UNIVERSITY OF LOUISVILLE

UNIVERSITY MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KENTUCKYONE HEALTH, INC.

By: Ruth W. Brinkley
Name: Ruth W. Brinkley
Title: President / CEO

ACKNOWLEDGED, APPROVED AND AGREED TO BY:

CATHOLIC HEALTH INITIATIVES

By: Ruth W. Brinkley
Name: Ruth W. Brinkley
Title: President / CEO

[Signature page 2 of 2 to Agreement]

ACKNOWLEDGED BY:

COMMONWEALTH OF KENTUCKY

By: William M. Landrum III
William M. Landrum III
Secretary of Finance and
Administration Cabinet

By: Matthew G. Bevin
Matthew G. Bevin
Governor

SCHEDULE 1.1

DEFINITIONS

As used in this Agreement, the following defined terms shall have the meaning indicated below.

1. “Affiliate(s)” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

2. “Balance Sheet Date” means June 30, 2016.

3. “Benefit Plan(s)” means (a) each “employee benefit plan,” as such term is defined in Section 3(3) of ERISA (whether or not the plan is subject to ERISA), (b) each equity bonus, equity ownership, equity option, equity purchase, equity appreciation rights, phantom equity or other equity plan or program (whether qualified or nonqualified), (c) each bonus, deferred compensation or incentive compensation plan or program, (d) each employment, consulting, severance pay, change in control, or other similar agreement, plan, program, arrangement, policy or commitment, (e) any holiday, sick leave or vacation practice or other paid-time off program, or workers’ compensation plan or program, and (f) any plan, agreement or arrangement providing for fringe benefits or perquisites to employees, officers or directors.

4. “Books and Records” means all existing patient, medical staff, employee, accounting, business, marketing, corporate, partnership, limited liability company and other files, documents, instruments, papers, books and records, including without limitation, financial statements, budgets, ledgers, journals, deeds, titles, policies, manuals, minute books, stock certificates and books, equity transfer ledgers, contracts, franchises, permits, supplier lists, reports, computer files and data, retrieval programs and operating data or plans, including without limitation eArchiver or other applicable systems.

5. “Business Employee(s)” means each employee of KentuckyOne, or an Affiliate of KentuckyOne, who devotes his or her business time primarily to the Business.

6. “CHI” means Catholic Health Initiatives, a Colorado nonprofit corporation.

7. “Constituent Documents” means, for any corporation, partnership, limited partnership, limited liability company or other organization, its charter, articles of incorporation, certificate of incorporation, articles of organization, bylaws, partnership agreement, operating agreement, sponsor agreement, certificate of limited partnership, certificate of formation and other similar formation and governance documents, each as amended to the relevant date.

8. “Contract(s)” means any agreement, lease, sublease, license, sublicense, promissory note, evidence of indebtedness, purchase order, commitment or other contract (a) to which any ULH Facility is a party, or (b) to which KentuckyOne, or an Affiliate, is a party and which relates to the ULH Facilities or the Business.

9. “Frazier” means Frazier Rehab Institute, a licensed comprehensive physical rehabilitation hospital located at 220 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

10. “Governmental Authority(ies)” means any national, state or local government; any political subdivision thereof; any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, commission or entity; any entity that contracts with a governmental entity to administer or assist in the administration of a government program (including any Medicare or Medicaid administrative contractors); or any arbitrator with authority to bind a party at law.

11. “Governmental Authorization(s)” means any approval, consent, license, permit, waiver, registration, accreditation or other authorization issued, granted, given, made available or otherwise required by any Governmental Authority or pursuant to Law.

12. “Governmental Order(s)” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

13. “Jewish Hospital” means Jewish Hospital, a licensed acute care hospital located at 200 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

14. “KentuckyOne Benefit Plan” means a Benefit Plan that has been maintained or contributed to by KentuckyOne or any of KentuckyOne’s ERISA Affiliates with respect to current or former Business Employees or with respect to which KentuckyOne or any of KentuckyOne’s ERISA Affiliates may have any liabilities, contingent or otherwise, with respect to current or former Business Employees.

15. “Knowledge” means the knowledge of all officers and directors of the applicable Party of all facts which such individuals knew or should have known as a result of due and reasonable inquiry.

16. “Law” means any statute, law, ordinance, rule, regulation, code, pronouncement, resolution, order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty, directive, or guideline published in writing by any Governmental Authority.

17. “Long-Term Debt” means debt whose final maturity falls due more than one (1) year after the date it is incurred.

18. “Material Adverse Effect” means any one or more of the following which taken as a whole, would prohibit the ability of the Business to operate in a financially self-sustainable manner: (1) with respect to the Business or the ULH Facilities, any condition, circumstance, situation or effect on the activities, business, properties, assets, operations, results of operations, reimbursement or financial condition of the Business or the ULH Facilities that is material and adverse to the Business or the ULH Facilities, respectively; or (2) with respect to Business or the ULH Facilities, a change in the value, condition, or use thereof that (individually or in the aggregate) is, or may reasonably be expected to be, material and adverse to Business or the ULH Facilities.

19. “Ordinary Course of Business” means any action that is (i) generally consistent with the past practices of such Person and taken in the ordinary course of the normal day-to-day operations or (ii) consistent with the approved capital or operating budget of such Person.

20. “Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, union, association, court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau or other entity or authority.

21. “Restructuring Date” means June 30, 2017, or such other date as mutually agreed upon in writing by KentuckyOne and the University Parties.

22. “Transition Planning Stage” means the period from the Effective Date through the Transition Stage Deadline.

23. “Transition Stage Deadline” means April 15, 2017, or such other date as mutually agreed upon in writing by KentuckyOne and the University Parties.

24. “University Parties’ Consideration” means, collectively: (i) KentuckyOne’s execution of this Agreement; (ii) KentuckyOne’s execution of the JOA Amendment; (iii) KentuckyOne’s execution of the Amended and Restated AAA; (iv) payment of the July 2016 Investment Fund Payment; (v) KentuckyOne’s approval of the PIE Metrics; (vi) KentuckyOne’s provision of access and information, subject to opportunity to cure breaches, if any, in accordance with Section 5.1.4; and (vii) KentuckyOne has provided all capital investments as directed by the University Parties in accordance with Section 2.4.1.

25. “ULH Facility(ies)” means ULH, the Cancer Center and any other facilities operated by KentuckyOne as part of the Business pursuant to the JOA.

26. “ULP” means University of Louisville Physicians, Inc., a Kentucky nonprofit corporation and affiliate of University and the faculty practice plan of the University School of Medicine.

SCHEDULE 2.1(i)

UMC JUNE 30, 2016 BALANCE SHEET

(See attached)

University of Louisville
FY16 Actual - 6/30/16 Final Audited
***in thousands**

Cash and equivalents	133,731
Net patient accounts receivable	89,737
Other accounts receivable	3,291
Inventory	11,535
Prepaid and other	1,365
Current assets	<u>239,659</u>
Investments and assets limited as to use	73,337
Property and equipment, net	146,915
Investments in unconsolidated organizations	500
Intangible assets goodwill	53,178
Other long-term assets	3,351
Long-term assets	<u>277,281</u>
Total assets	<u><u>516,940</u></u>
Compensation and benefits	10,922
Third-party liabilities	(5,178)
Accounts payable and accrued expenses	103,009
Current portion of long-term debt	1,350
Current liabilities	<u>110,103</u>
Other liabilities	291
Self-insured reserves and claims	2,121
Long-term debt	62,241
Long-term liabilities	<u>64,653</u>
Total liabilities	<u>174,756</u>
Unrestricted net assets	342,184
Net assets	<u>342,184</u>
Total liabilities and net assets	<u><u>516,940</u></u>

SCHEDULE 2.1(ii)

UMC BUSINESS FINANCIAL CONDITION TARGETS

None.

SCHEDULE 2.2(i)

UNIVERSITY PROGRAMS AT JEWISH HOSPITAL AND FRAZIER

(See attached)

Program	Affiliate Training Location
Adult Reconstruction	Jewish Hospital
Advanced Heart Failure	Jewish Hospital
Anatomic & Clinical Pathology	Jewish Hospital
Anesthesiology	Jewish Hospital
Bloodbanking/Transfusion	Jewish Hospital
Cardiology	Jewish Hospital
Child Neurology	Frazier Rehabilitation Institute
Clinical Cardiac Electrophysiology	Jewish Hospital
Colon & Rectal Surgery	Jewish Hospital
Dermatology	Jewish Hospital and Frazier Rehabilitation Institute
Emergency Medicine	Jewish Hospital
Endocrinology	Jewish Hospital
Family Medicine	Jewish Hospital and Frazier Rehabilitation Institute
Gastroenterology, Hepatology and Nutrition	Jewish Hospital
Geriatrics	Jewish Hospital and Frazier Rehabilitation Institute
Hand Surgery	Jewish Hospital
Hematology/Oncology	Jewish Hospital
Internal Medicine	Jewish Hospital
Interventional Cardiology	Jewish Hospital
Nephrology	Jewish Hospital
Neurological Surgery	Jewish Hospital
Neurology	Jewish Hospital and Frazier Rehabilitation Institute
Obstetrics & Gynecology	Jewish Hospital
Ophthalmic Plastic and Reconstructive Surgery	Jewish Hospital
Ophthalmology	Jewish Hospital and Frazier Rehabilitation Institute
Orthopaedic Surgery	Jewish Hospital
Otolaryngology	Jewish Hospital
Pain Medicine	Frazier Rehabilitation Institute
Pediatric Infectious Diseases	Jewish Hospital and Frazier Rehabilitation Institute
Physical Medicine & Rehabilitation	Jewish Hospital and Frazier Rehabilitation Institute
Plastic & Reconstructive Surgery	Jewish Hospital
Psychosomatic Medicine	Jewish Hospital
Pulmonary/Critical Care	Jewish Hospital and Frazier Rehabilitation Institute
Radiation Oncology	Jewish Hospital
Radiology	Jewish Hospital
Sports Medicine (Family Medicine)	Jewish Hospital and Frazier Rehabilitation Institute
Surgery - General	Jewish Hospital
Surgical Critical Care	Jewish Hospital
Surgical Oncology	Jewish Hospital
Thoracic & Cardiovascular	Jewish Hospital
Urology	Jewish Hospital
Micrographic Surgery and Dermatologic Oncology (MOHS)	Jewish Medical Center East

SCHEDULE 2.2(ii)

JEWISH HOSPITAL AND FRAZIER ACADEMIC SUPPORT AGREEMENTS

(See attached)

UL Contracts with KOH at non-ULH locations	Sum of FY17
Academic Support	
Cardiothoracic	2,152,000
Cardiothoracic Dept Support	252,000
Support education, research, medical services	1,750,000
Academic support for 2 years Dr. Massey - Dr. Massey no longer with University as of 10/19/2016	150,000
ENT/Communicative Disorders	200,000
ENT Surgery departmental support	200,000
Medicine	678,142
Support cardiology education, medical, research	76,000
Support education, research, medical services - (Motility Clinic - Dr. Abell and PA)	231,430
Support fellows, faculty research, and teaching	370,712
Neurosurgery	2,500,000
Support education and research neurosurgery	1,300,000
Support education and research PM&R	1,200,000
Surgery	1,610,800
General Surgery departmental support	358,800
Transplant departmental support	1,252,000
Urology	175,000
Support education and research. Office of the chair	175,000
Affiliation Agreement (with no \$)	
UL	-
Affiliation Agreements at various non-ULH sites for SON, SOM and various departments	-
Medical Director	
Cardiothoracic	466,823
Executive Medical Director Dr. Slaughter	69,649
Medical Director Cardiac Operations Dr. Ganzel	69,649
Medical Director Heart Transplant Dr. Cheng	94,114
Medical Director Lung Transplant Dr. Van Berkel	94,114
Medical Director Mechanical Devices Dr. Slaughter	69,649
Medical Director Minimal Invasive CT Surgery Dr. Grubb	69,649

Medicine	198,500
Medical Director Dr. Ouseph as of 1/1/2016 Dr. Mackelaite Dr. Rosemary Ouseph	22,500
Medical Director Lung Transplant Dr. Ramierz	100,000
Medical Director Intensivist ICU Dr. Saad	76,000
Neurology	75,000
Medical Director Stroke @ JH Dr. Haboubi	75,000
Neurosurgery	233,000
Medical Director Brain Injury @ JH Dr. Williams	25,000
Medical Director Brain Injury Frazier Dr. Kaelin	75,000
Medical Director Cancer Rehab Frazier Dr. Nelson	52,000
Medical Director Dr. Shaw	81,000
Surgery	125,000
Medical Director Surgery Transplant Dr. Jones	125,000
Other	
Anatomical Sciences	32,500
Cadaver tissue for hand surgery	32,500
CME	68,000
Providing CME (auto renews)	68,000
Environmental Health & Safety	141,152
Annual Radiation Safety checks for JH, MCE, MCS, MCNE, JHS, SMEH, & MCSW	141,152
Radiation Oncology	124,862
Employee Lease of Physicist @ Flaget (auto renew)	124,862
Translational Research	30,000
Shared employee PA/NP Hep C clinic (auto renew)	30,000
UofL Athletics Department	302,421
Sports Medicine services	302,421
PSA	
Cardiothoracic	5,004,243
11.8 FTE Perfusionists	1,730,028
7 FTE First Assistants and 4.3 FTE Clinical Coordinators	1,213,615
Coordinator ECMO	150,000
CVICU Critical Care Intensivists services	1,308,000
Director of perfusion	75,000
On call services for cardiothoracic surgery	452,600

Support for Exective, Heart and Lung transplant MD	75,000
Family & Geriatric Medicine	459,025
Provide Palliative Care Coverage 2 weekends / month + 5 holidays	21,025
Residents to provide services to Central Station patients	293,460
Sports Medicine Fellow and faculty physician	144,540
Medicine	2,329,000
Advanced Heart Failure Fellow	86,000
Cardiac Rehab services (auto renew)	40,000
Cardiology services (Dr. Lenneman)	150,000
Cardiology services Dr. DeFilippis	175,000
Congestive Heart failure services Dr. Birks	175,000
GI Fellow at JH	72,000
Infection Disease Epidemiology @ Jewish	60,000
Intensivists Support for 2 Fellows	156,000
Interventional cardiology services Dr. Flaherty	100,000
Interventional cardiology services Dr. Sutton	175,000
Lab tissue typing services	400,000
Medical oncology services at Medical Center Jewish Northeast	167,000
Support for Dr. Bolli Research	305,000
Intensivists support (auto renews)	268,000
Neurology	1,304,000
Neurology and Telemedicine call coverage (Auto renews)	1,304,000
Neurosurgery	544,600
1 FTE Physician Extender neurosurgery pediatric rehab	110,000
Dr. Harkema Research (auto renew)	88,000
Neuro Assistive Technology Mary Ellen Bunning	18,000
Neurosurgery on-call coverage	328,600
Orthopedic Surgery	62,511
Adult reconstructive fellows	62,511
Pathology	9,600
Dr. Miller Consults for Lab	9,600
Pediatrics	5,000
Provide EKG reads (auto renew)	5,000
Radiation Oncology	266,000

Radiation oncology services	266,000
Surgery	462,500
Islet Auto Transplantation (45K per procedure) (AUTO RENEW)	405,000
JH Medical Officer (ends December 31, 2016)	7,500
Surgery trauma coverage for Frazier	50,000
Residents	
GME	4,210,843
Resident program at Frazier. 5 PM&R residents	353,982
Resident program at JH. Minimum of 51 residents	3,856,861
Grand Total	23,770,522

NOTE: There is a supplement for library services which covers both ULH and JH at \$304,119

SCHEDULE 2.4.2

CAPITAL IN PROGRESS

(See attached)

KentuckyOne Health
 ULH - Construction In Progress Detail
 As of Oct 31, 2016

<u>AU - Account</u>	<u>Date Added</u>	<u>Activity #</u>	<u>Activity Description</u>	<u>10/31/2016</u>
1000120-174090	Oct-14	116510120150022	Waiting Room Renovations	56.41
1000120-174090	May-15	116510120150023	Pharmacy Remodel	2,325.00
1000120-174090	Jan-16	116510120150026	Lotta Scope	657.00
1000120-174090	May-16	116510120160004	Cart Washer	8,357.20
1000120-174090	Mar-16	116510120160009	UPS Backup System	884.00
1000120-174090	May-16	116510120160016	Infusion Center Buildout	9.99
1000120-174090	Sep-16	116510120160018	Ultrasound Probe Cleaner	7,815.29
1000120-174090	Sep-16	116510120160019	Ultrasound Probe Cleaner	7,815.29
1000120-174090	Aug-16	116510120160022	Corvak	637.00
1000120-174090	Feb-16	116510120162001	Air handler Unit 12	(90,784.06)
		116510120170003	Metabolic Stress Test Equipment	62,300.00
1000120-174090	Sep-16	116510120170004	Lab Servers	1,453.00
1000120-174090	Sep-16	116510120170005	Ultrasonounds	191,416.90
1000120-174090	Jun-15	146510120150001	Mammo Van Replacement	28,420.00
1000120-174090	Oct-15	146510120161001	Bioimpedence Unit	7,430.00
1000120-174090	Sep-14	176510120152003	Surgical Growth	10,498,569.76
1000120-174090	Jun-15	176510120152004	Lab Consolidation	637,016.41
		186510120171001	Cardiac CT	49,500.00
1000120-174999	Sep-16	790651010070101	ULH-Lymphedema-CHFS FY16	5,005.00
1000120-174999	Prior to 1/2014		Legacy Transition Amount	145.12
1000120-174999	Aug-14	116510120150015	Surgical Instruments	278.60
1000120-174999	Sep-16	999	Default for Asset Clr Postings	(0.24)
				11,419,307.67
1000130-174090	Jun-15	116510130150002	CWI OB Monitors	8,270.00
1000130-174090	May-15	116510130150006	AHU 2	18,215.77
1000130-174090	Mar-16	116510130160001	Infant Abduction System	3,027.50
1000130-174090	Mar-16	116510130160002	Card Reader System	23,915.00
1000130-174090	Aug-16	116510130160003	Generator Replacement	23,938.83
1000130-174090	Aug-16	116510130160004	Steam Support to Penthouse	372,066.92
1000130-174090	Jun-16	116510130160005	Academic Pathology Office Reno	870,893.85
1000130-174090	Sep-16	146510130170001	Neonatal Incubator	300.00
		1770651010130100	ULH-NICU-Crusade	93,974.00
				1,414,601.87
GRAND TOTAL				12,833,909.54

SCHEDULE 2.4.3

CAPITAL INVESTMENTS THROUGH NOVEMBER 1, 2016

(See attached)

KentuckOne Health

UMC Undepreciated Capital - Life on Assets Placed into Service - 3/1/13-10/31/16

Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset		Description	In Service Date	Remainin g Life		Original Cost	Un Depreciated		Line No
					Asset	Group			Life (Mo's)	g Life (Mo's)		Book Value - 10/31/16	Cumulative Depreciation	
1	6510	MAJORMOVE	IT		249913	6510120	DIESEL FIRE PUMP PKG	4/19/2013	240	197	71,745.57	58,891.15	12,854.42	1
2	6510	MAJORMOVE	IT		249921	6510120	PROJECT CONSTR-CCB AHU 1 PROJ	4/8/2013	240	197	424,539.42	348,476.12	76,063.30	2
3	6510	MAJORMOVE	IT		249930	6510120	EDGE ULTRASOUND SYSTEM	4/30/2013	60	17	66,323.95	18,791.78	47,532.17	3
4	6510	MAJORMOVE	IT		249931	6510120	NEUROTHERM NT-1100 GENERATOR	4/25/2013	120	77	19,943.01	12,796.77	7,146.24	4
5	6510	MAJORMOVE	IT		249932	6510120	LARYNGOSCOPY INSTRUMENTS	4/26/2013	120	77	163,119.16	104,668.11	58,451.05	5
6	6510	MAJORMOVE	IT		249933	6510120	POWER CONDUITS MADISON STREET	5/10/2013	240	198	52,295.91	43,144.12	9,151.79	6
7	6510	MAJORMOVE	IT		249934	6510120	CAMERA IN EPILEPSY MONITOR	4/18/2013	60	17	6,106.69	1,730.22	4,376.47	7
8	6510	MAJORMOVE	IT		249936	6510120	PROJECT CONSTR-6 WEST RENOV	5/20/2013	240	198	210,637.86	173,776.23	36,861.63	8
9	6510	MAJORMOVE	IT		249937	6510120	(5) TELEPHONE-6 WEST RENOV	5/20/2013	60	18	975.00	292.50	682.50	9
10	6510	MAJORMOVE	IT		249938	6510120	(11) WALL CHANNEL W/BRACKET	5/20/2013	60	18	6,760.20	2,028.06	4,732.14	10
11	6510	MAJORMOVE	IT		249939	6510120	(12) TV W/MOUNT/REMOTE-6W RENO	5/20/2013	60	18	8,819.27	2,645.77	6,173.50	11
12	6510	MAJORMOVE	IT		249940	6510120	(17) CLOCK (42) RECEPT-6W RENO	5/20/2013	120	78	2,091.17	1,359.24	731.93	12
13	6510	MAJORMOVE	IT		249941	6510120	BOTTLE SLIDES-6 WEST RENOV	5/20/2013	60	18	938.40	281.52	656.88	13
14	6510	MAJORMOVE	IT		249942	6510120	(25) CHAIR-6 WEST RENOV	5/20/2013	120	78	11,239.88	7,305.91	3,933.97	14
15	6510	MAJORMOVE	IT		249943	6510120	PASS THRU LOCK SYS-6 WEST RENO	5/20/2013	180	138	29,670.05	22,747.06	6,922.99	15
16	6510	MAJORMOVE	IT		249944	6510120	BLANKET WARMER-6 WEST RENOV	5/20/2013	180	138	4,654.00	3,568.05	1,085.95	16
17	6510	MAJORMOVE	IT		249945	6510120	(6) PC-6 WEST RENOV	5/20/2013	36		893.00	-	893.00	17
18	6510	MAJORMOVE	IT		249946	6510120	REUPHOLSTER INCLINER/FTSTOOL-6	5/20/2013	60	18	2,491.25	747.38	1,743.87	18
19	6510	MAJORMOVE	IT		249947	6510120	SUCTION REGULATOR PARTS-6W REN	5/20/2013	84	42	753.65	376.84	376.81	19
20	6510	MAJORMOVE	IT		249948	6510120	WASHER/DISINFECTOR W/STEAM HEA	5/1/2013	180	138	116,953.53	89,664.39	27,289.14	20
21	6510	MAJORMOVE	IT		249949	6510120	(3) SCS LOAD/UNLOAD DBL/SGL	5/1/2013	180	138	139,612.85	107,036.52	32,576.33	21
22	6510	MAJORMOVE	IT		249950	6510120	EVOLUTION VAC 66 IN ELECT SD	5/1/2013	180	138	151,784.05	116,367.76	35,416.29	22
23	6510	MAJORMOVE	IT		249951	6510120	EVOLUTION VAC 26X375X66 STM	5/1/2013	180	138	215,392.09	165,133.95	50,258.14	23
24	6510	MAJORMOVE	IT		249952	6510130	(3) REMOTE/WORKST LICENSE-C-SE	4/30/2013	36		21,000.00	-	21,000.00	24
25	6510	MAJORMOVE	IT		249953	6510130	RADIO REPLACEMENT-C-SECT RENOV	4/17/2013	36		368.00	-	368.00	25
26	6510	MAJORMOVE	IT		249954	6510120	DATA AIR SYSTEM-LAMPTON SERVER	5/1/2013	120	78	98,904.19	64,287.73	34,616.46	26
27	6510	MAJORMOVE	IT		249955	6510120	PROJECT CONSTR-OB BRIDGE OFFIC	5/1/2013	240	198	58,469.93	48,237.68	10,232.25	27
28	6510	MAJORMOVE	IT		249956	6510120	MICRO WAVE-OB BRIDGE OFFICE	5/1/2013	60	18	82.00	24.59	57.41	28
29	6510	MAJORMOVE	IT		249957	6510120	REFRIGERATOR-OB BRIDGE OFFICE	5/1/2013	120	78	1,151.00	748.16	402.84	29
30	6510	MAJORMOVE	IT		249958	6510120	SHADES-OB BRIDGE OFFICES	5/1/2013	120	78	12,170.40	7,910.76	4,259.64	30
31	6510	MAJORMOVE	IT		249959	6510120	(9) CHAIR-OB BRIDGE OFFICES	5/1/2013	120	78	9,426.90	6,127.47	3,299.43	31
32	6510	MAJORMOVE	IT		249960	6510120	PROJECT CONSTR-SANS	5/1/2013	240	198	35,985.07	29,687.68	6,297.39	32
33	6510	MAJORMOVE	IT		249961	6510120	SANS REPLACEMENT	5/1/2013	60	18	422,718.88	126,815.67	295,903.21	33
34	6510	MAJORMOVE	IT		258810	6510120	INFRASTRUCTURE-CPOE 2013	6/30/2013	240	199	38,517.70	31,937.59	6,580.11	34
35	6510	MAJORMOVE	IT		258811	6510120	(16) CABINET-5 S CPOE 2013	6/30/2013	180	139	30,199.03	23,320.37	6,878.66	35
36	6510	MAJORMOVE	IT		258812	6510120	(16) CABINET-6 S CPOE 2013	6/30/2013	180	139	30,199.03	23,320.37	6,878.66	36
37	6510	MAJORMOVE	IT		258813	6510120	(15) CABINET-8 S CPOE 2013	6/30/2013	180	139	28,311.59	21,862.82	6,448.77	37
38	6510	MAJORMOVE	IT		258814	6510120	(33) CABINET BCC-CPOE 2013	6/30/2013	180	139	59,567.10	45,999.03	13,568.07	38
39	6510	MAJORMOVE	IT		258815	6510120	(16) TELEMETRY-PHILIPS MONITOR	6/10/2013	60	19	221,981.92	70,294.27	151,687.65	39
40	6510	MAJORMOVE	IT		258816	6510120	(16) TELEMETRY-PHILIPS MONITOR	6/13/2013	60	19	220,012.40	69,670.61	150,341.79	40
41	6510	MAJORMOVE	IT		258817	6510120	(3) TELEMETRY-PHILIPS MONITOR	6/11/2013	60	19	45,651.72	14,456.39	31,195.33	41
42	6510	MAJORMOVE	IT		258818	6510120	PACS SYSTEM UPGRADE 2013	6/30/2013	96	55	868,150.15	497,377.69	370,772.46	42
43	6510	MAJORMOVE	IT		258827	6510120	(2) REMOTE FOR RCA TV-6 WEST R	3/24/2013	36		53.02	-	53.02	43
44	6510	MAJORMOVE	IT		258833	6510120	PROJECT CONSTRUCT-OR REFURB 13	5/1/2013	240	198	282,716.72	233,241.27	49,475.45	44
45	6510	MAJORMOVE	IT		258834	6510120	SURGICAL LIGHTS-OR REFURB 2013	5/1/2013	180	138	210,789.68	161,605.43	49,184.25	45

KentuckOne Health

UMC Undepreciated Capital - Life on Assets Placed into Service - 3/1/13-10/31/16

Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset		Description	In Service Date	Remainin g Life		Original Cost	Un Depreciated		Line No
					Asset	Group			Life (Mo's)	g Life (Mo's)		Book Value - 10/31/16	Cumulative Depreciation	
46	6510	MAJORMOVE	IT		258835	6510120	WALL CHANNELS/BRACKET-OR REFUR	5/1/2013	36		1,125.50	-	1,125.50	46
47	6510	MAJORMOVE	IT		258836	6510120	CISCO CATALYST 3850-OR REFURB	5/1/2013	60	18	10,656.76	3,197.04	7,459.72	47
48	6510	MAJORMOVE	IT		258838	6510120	PROJECT CONSTRUCT-IMAGING W/R	6/20/2013	240	199	30,836.61	25,568.68	5,267.93	48
49	6510	MAJORMOVE	IT		258840	6510120	ARTWORK-IMAGING WAITING TOOM	6/20/2013	120	79	2,875.00	1,892.70	982.30	49
50	6510	MAJORMOVE	IT		258841	6510120	(2) TV 26 LED-IMAGING WAIT/RM	6/20/2013	60	19	916.30	290.17	626.13	50
51	6510	MAJORMOVE	IT		258842	6510120	FURNITURE-IMAGING WAITING ROOM	6/20/2013	120	79	28,100.04	18,499.19	9,600.85	51
52	6510	MAJORMOVE	IT		258843	6510120	PROJECT CONSTRUCT-9E PANTRY	6/15/2013	240	199	29,201.71	24,213.09	4,988.62	52
53	6510	MAJORMOVE	IT		258845	6510120	SONOSITE M TURBO ULTRASOUND	6/18/2013	84	43	49,300.60	25,237.23	24,063.37	53
54	6510	MAJORMOVE	IT		258846	6510120	PAGING SYSTEM ER/OR	6/10/2013	60	19	6,818.00	2,159.05	4,658.95	54
55	6510	MAJORMOVE	IT		258847	6510120	EPILEPSY INTRACRANIAL ELECTROD	5/7/2013	84	42	48,690.00	24,345.01	24,344.99	55
56	6510	MAJORMOVE	IT		258848	6510120	VIDEO CONFERENCE SYSTEM	4/30/2013	60	17	60,352.23	17,099.80	43,252.43	56
57	6510	MAJORMOVE	IT		258849	6510120	SECURITY UPGRADE	6/14/2013	120	79	7,147.40	4,705.38	2,442.02	57
58	6510	MAJORMOVE	IT		258850	6510120	APPLE COMPUTER	6/4/2013	36		2,244.30	-	2,244.30	58
59	6510	MAJORMOVE	IT		258851	6510120	INTUBATION INSTRUMENTS	6/11/2013	120	79	18,264.65	12,024.22	6,240.43	59
60	6510	MAJORMOVE	IT		258852	6510120	(5) BIG WHEEL STRETCHER 30	4/9/2013	180	137	39,568.25	30,115.86	9,452.39	60
61	6510	MAJORMOVE	IT		258853	6510120	BLADDER SCANNER	6/12/2013	96	55	12,315.60	7,055.80	5,259.80	61
62	6510	MAJORMOVE	IT		258854	6510120	SURGICAL INSTRUMENTS	6/18/2013	120	79	17,948.00	11,815.75	6,132.25	62
63	6510	MAJORMOVE	IT		258855	6510120	SURGICAL LIGHTS	6/27/2013	180	139	64,890.00	50,109.50	14,780.50	63
64	6510	MAJORMOVE	IT		258856	6510120	REFRIGERATOR-6 W RENOV	6/4/2013	120	79	1,210.00	796.60	413.40	64
65	6510	MAJORMOVE	IT		258857	6510120	MAGAZINE RACK/RD TABLE-6W RENO	7/31/2013	120	80	2,321.29	1,547.53	773.76	65
66	6510	MAJORMOVE	IT		258859	6510120	NEOPROBE	6/24/2013	120	79	37,255.00	24,526.20	12,728.80	66
67	6510	MAJORMOVE	IT		258860	6510120	PEVI COLOR GRAM STAINER	6/28/2013	84	43	9,444.44	4,834.66	4,609.78	67
68	6510	MAJORMOVE	IT		258861	6510120	DIGITAL VIDEO FEES SYSTEM	6/18/2013	120	79	39,510.00	26,010.75	13,499.25	68
69	6510	MAJORMOVE	IT		258862	6510120	TOP LEVEL PHANTOM	5/7/2013	84	42	8,574.55	4,287.26	4,287.29	69
70	6510	MAJORMOVE	IT		258863	6510120	ATLAS QA SOFTWARE-RAD MONITOR	7/26/2013	120	80	109,391.09	72,927.40	36,463.69	70
71	6510	MAJORMOVE	IT		258865	6510120	ACUMED ARC WRIST TOWER	6/26/2013	96	55	6,999.00	4,009.83	2,989.17	71
72	6510	MAJORMOVE	IT		258866	6510120	NEUROQUANT SOFTWARE LICENSE	8/29/2013	36		14,735.08	-	14,735.08	72
73	6510	MAJORMOVE	IT		258867	6510120	CO2 LASER	8/13/2013	96	57	139,947.57	83,093.85	56,853.72	73
74	6510	MAJORMOVE	IT		258868	6510120	ALGO NEWBORN HEARING SCREENER	7/25/2013	96	56	40,443.00	23,591.75	16,851.25	74
75	6510	MAJORMOVE	IT		258869	6510120	SPECTRA OPTIA APHERESIS SYS	8/7/2013	120	81	75,128.40	50,711.67	24,416.73	75
76	6510	MAJORMOVE	IT		258870	6510120	UC INTEG FLUORES MOD BLUE 400	7/26/2013	120	80	57,260.96	38,173.97	19,086.99	76
77	6510	MAJORMOVE	IT		258871	6510120	MEMORY FOR WORKSTATION-PACS	6/30/2013	36		2,463.45	-	2,463.45	77
78	6510	MAJORMOVE	IT		258872	6510120	(2) SUCTION REGULATOR-6W RENOV	6/28/2013	84	43	484.10	247.82	236.28	78
79	6510	MAJORMOVE	IT		258873	6510120	LOCKERS-6 WEST RENOV	9/12/2013	144	106	1,553.00	1,143.17	409.83	79
80	6510	MAJORMOVE	IT		258874	6510120	ANALYZER IMMUNOASSAY	10/1/2013	84	47	69,900.00	39,110.73	30,789.27	80
81	6510	MAJORMOVE	IT		258875	6510120	MEANINGFUL USE STAGE I-LCR PRJ	9/25/2013	36		4,474.00	-	4,474.00	81
82	6510	MAJORMOVE	IT		258876	6510120	PROJ CONSTRUCT-COMP ASST CODE	9/25/2013	240	202	9,900.00	8,332.50	1,567.50	82
83	6510	MAJORMOVE	IT		258877	6510120	PACS SYSTEM UPGRADE 2013	9/25/2013	96	58	3,850.00	2,326.05	1,523.95	83
84	6510	MAJORMOVE	IT		258878	6510120	PROJECT CONSTR-6 WEST RENOV	9/3/2013	240	202	610.00	513.42	96.58	84
85	6510	MAJORMOVE	IT		258879	6510120	(10) CHELA CHAIR-6 WEST RENOV	9/25/2013	120	82	1,362.80	931.23	431.57	85
86	6510	MAJORMOVE	IT		258880	6510120	RADIATION SHIELD	10/8/2013	120	83	8,928.92	6,175.83	2,753.09	86
87	6510	MAJORMOVE	IT		258881	6510120	ANYWHERE SOFTWARE/LICENSE	8/16/2013	36		102,504.92	-	102,504.92	87
88	6510	MAJORMOVE	IT		258882	6510120	(5) EKG MACHINE	9/13/2013	84	46	45,553.90	24,946.18	20,607.72	88
89	6510	MAJORMOVE	IT		258883	6510130	(26) MEDFUSION SYRINGE PUMP	10/29/2013	120	83	96,070.00	66,448.43	29,621.57	89
90	6510	MAJORMOVE	IT		258884	6510120	STARR FRAME KIT/INSTR SET	10/11/2013	120	83	36,467.22	25,223.18	11,244.04	90

KentuckOne Health

UMC Undepreciated Capital - Life on Assets Placed into Service - 3/1/13-10/31/16

Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset		Description	In Service Date	Remainin g Life		Original Cost	Un Depreciated		Line No
					Asset	Group			Life (Mo's)	g Life (Mo's)		Book Value - 10/31/16	Cumulative Depreciation	
91	6510	MAJORMOVE	IT		258885	6510120	ATLAS TRAINING A#23830	10/8/2013	120	83	2,911.00	2,013.43	897.57	91
92	6510	MAJORMOVE	IT		258886	6510120	CABINETRY-PACS PROJ	11/11/2013	180	144	3,458.45	2,766.78	691.67	92
93	6510	MAJORMOVE	IT		258887	6510120	ELECTRICAL-6 WEST RENOV	7/13/2013	240	200	429.22	357.68	71.54	93
94	6510	MAJORMOVE	IT		258888	6510120	PROJECT CONSTR-STORM SEWER	10/1/2013	240	203	64,575.76	54,620.32	9,955.44	94
95	6510	MAJORMOVE	IT		258889	6510120	PROJECT CONSTR-8E PANTRY PROJ	11/1/2013	240	204	34,897.71	29,663.03	5,234.68	95
96	6510	MAJORMOVE	IT		258890	6510120	PROJECT CONSTR-7E PANTRY PROJ	11/1/2013	240	204	11,254.75	9,566.53	1,688.22	96
97	6510	MAJORMOVE	IT		258891	6510120	PROJECT CONSTR-6 E PANTRY PROJ	11/1/2013	240	204	6,707.38	5,701.26	1,006.12	97
98	6510	MAJORMOVE	IT		258892	6510120	PROJECT CONSTR-RAD ONC RENOV	11/30/2013	240	204	35,916.77	30,529.26	5,387.51	98
99	6510	MAJORMOVE	IT		258893	6510120	NEUROSURGERY INSTRUMENTS PROJ	9/30/2013	36		82,498.42	-	82,498.42	99
100	6510	MAJORMOVE	IT		258894	6510120	VENACURE 1470 LASER	9/6/2013	60	22	19,825.00	7,269.15	12,555.85	100
101	6510	MAJORMOVE	IT		258895	6510120	ANESTHESIA MACHINE A#320237	12/18/2013	87	52	16,000.00	9,563.20	6,436.80	101
102	6510	MAJORMOVE	IT		258896	6510120	SONARA MONITORING SYSTEM	9/30/2013	84	46	36,569.60	20,026.21	16,543.39	102
103	6510	MAJORMOVE	IT		258897	6510120	(49) MEDFUSION PUMP 4000	10/13/2013	120	83	274,855.00	190,108.03	84,746.97	103
104	6510	MAJORMOVE	IT		258898	6510120	(75) LICENSE PHARMG PUMP 4000	10/30/2013	36		149,625.00	-	149,625.00	104
105	6510	MAJORMOVE	IT		258899	6510120	WARMING FLUID SYSTEM	12/10/2013	120	85	22,825.00	16,167.70	6,657.30	105
106	6510	MAJORMOVE	IT		258900	6510120	CABINETS CPOE PROJ 2013	12/1/2013	180	145	78,082.16	62,899.51	15,182.65	106
107	6510	MAJORMOVE	IT		258901	6510120	TRANSFER CARRIAGE-STERIS 2013	11/11/2013	96	60	4,909.34	3,068.33	1,841.01	107
108	6510	MAJORMOVE	IT		258902	6510120	LOADING CAR-STERIS 2013	11/11/2013	96	60	5,207.43	3,254.65	1,952.78	108
109	6510	MAJORMOVE	IT		258903	6510120	PROJECT CONSTR-MED AIR COMP	12/31/2013	240	205	29,041.95	24,806.65	4,235.30	109
110	6510	MAJORMOVE	IT		258904	6510120	30HP MED AIR COMPRESSOR-PROJ	12/31/2013	144	109	74,453.67	56,357.30	18,096.37	110
111	6510	MAJORMOVE	IT		258905	6510120	PROJECT CONSTR-AHU 7/8	12/31/2013	240	205	483,485.03	412,976.80	70,508.23	111
112	6510	MAJORMOVE	IT		258906	6510120	PROJECT CONSTR-OR PHARM SATELI	12/31/2013	240	205	57,990.85	49,533.85	8,457.00	112
113	6510	MAJORMOVE	IT		258907	6510120	REFRIGERATOR-OR PHARM SATELITE	12/31/2013	120	85	6,418.72	4,546.60	1,872.12	113
114	6510	MAJORMOVE	IT		258908	6510120	TACKY MAT/VACCINE THERM-OR PHA	12/31/2013	60	25	892.93	372.06	520.87	114
115	6510	MAJORMOVE	IT		258909	6510120	ZEBRA PRINTER-OR PHARM SATELIT	12/31/2013	60	25	1,837.48	765.62	1,071.86	115
116	6510	MAJORMOVE	IT		258910	6510120	DESK SSPD-OR PHARM SATELITE	12/31/2013	240	205	2,499.48	2,134.99	364.49	116
117	6510	MAJORMOVE	IT		258911	6510120	CARTS/WORKSTATION-OR PHARM SAT	12/31/2013	120	85	2,432.66	1,723.14	709.52	117
118	6510	MAJORMOVE	IT		258912	6510120	WORKSTATION-OR PHARM SATELITE	12/31/2013	120	85	5,241.63	3,712.83	1,528.80	118
119	6510	MAJORMOVE	IT		258913	6510120	OR OFFICE SCHEDULER-OR PHARM	12/31/2013	120	85	8,440.28	5,978.52	2,461.76	119
120	6510	MAJORMOVE	IT		258914	6510120	PROJECT CONSTR-RAD ONC RENOV	12/31/2013	240	205	77,377.21	66,093.03	11,284.18	120
121	6510	MAJORMOVE	IT		258915	6510120	PROJECT CONSTR-SECURITY OFFICE	12/31/2013	240	205	7,486.54	6,394.75	1,091.79	121
122	6510	MAJORMOVE	IT		258916	6510120	NEUROSURGERY INSTRUMENT PROJ	12/1/2013	36	1	11,031.90	306.44	10,725.46	122
123	6510	MAJORMOVE	IT		258917	6510120	AIR COMPRESSOR-STERIS 2014	12/1/2013	144	109	10,434.74	7,898.54	2,536.20	123
124	6510	MAJORMOVE	IT		258918	6510120	PROJECT CONSTR-STERIS 2014 PRJ	12/1/2013	240	205	32,714.98	27,944.05	4,770.93	124
125	6510	MAJORMOVE	IT		258919	6510120	(4) 4085 TABLE-STERIS 2014 PRJ	12/1/2013	180	145	204,752.38	164,939.43	39,812.95	125
126	6510	MAJORMOVE	IT		258920	6510120	CAVIWAVE ULTRASONIC-STERIS PRJ	12/1/2013	84	49	69,867.25	40,755.90	29,111.35	126
127	6510	MAJORMOVE	IT		258921	6510120	(2) REL ENDOSCOPE PROCESSOR-ST	12/1/2013	84	49	72,761.28	42,444.07	30,317.21	127
128	6510	MAJORMOVE	IT		258922	6510120	(2) CARBON FIBER FLUORO EXT-ST	12/1/2013	84	49	9,068.10	5,289.74	3,778.36	128
129	6510	MAJORMOVE	IT		258923	6510120	DOMESTIC PUMP-COND PUMP RET PR	12/1/2013	180	145	16,516.22	13,304.72	3,211.50	129
130	6510	MAJORMOVE	IT		258924	6510130	PROJECT CONSTR-CWI TRIAGE RENO	12/31/2013	240	205	1,148,952.01	981,396.51	167,555.50	130
131	6510	MAJORMOVE	IT		258925	6510130	(3) PT CARE MODULE-CWI TRI REN	12/31/2013	96	61	20,807.16	13,221.22	7,585.94	131
132	6510	MAJORMOVE	IT		258926	6510130	(2) PERI DATA MGMT CART-CWI RE	12/31/2013	120	85	3,626.00	2,568.40	1,057.60	132
133	6510	MAJORMOVE	IT		258927	6510130	(6) INTE BED LOCATOR-CWI RENOV	12/31/2013	96	61	2,701.89	1,716.82	985.07	133
134	6510	MAJORMOVE	IT		258928	6510130	(6) EXAM RM LIGHT-CWI RENOV	12/31/2013	120	85	18,610.55	13,182.46	5,428.09	134
135	6510	MAJORMOVE	IT		258929	6510130	FOLDING TABLES-CWI RENOV	12/31/2013	120	85	291.56	206.51	85.05	135

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Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset	Asset Group	Description	In Service Date	Life (Mo's)	Remainin g Life (Mo's)	Original Cost	Un Depreciated Book Value - 10/31/16	Cumulative Depreciation	Line No
136	6510	MAJORMOVE	IT		258930	6510130	VAPOR CONTROL SYS-CWI RENOV	12/31/2013	96	61	1,519.17	965.30	553.87	136
137	6510	MAJORMOVE	IT		258931	6510130	(6) H/C TV W/REMOTE-CWI RENOV	12/31/2013	60	25	2,725.04	1,135.42	1,589.62	137
138	6510	MAJORMOVE	IT		258932	6510130	SEATS IN RECOV BAY-CWI RENOV	12/31/2013	180	145	2,912.05	2,345.80	566.25	138
139	6510	MAJORMOVE	IT		258933	6510130	SIGNAGE-CWI TRIAGE RENOV	12/31/2013	60	25	3,960.91	1,650.38	2,310.53	139
140	6510	MAJORMOVE	IT		258934	6510130	BLANKET WARMER-CWI TRIAGE RENO	12/31/2013	180	145	377.00	303.71	73.29	140
141	6510	LANDIMP		116510120149019	315665	6510120	Domestic Water Booster (Walker	6/1/2014	240	211	90,452.00	79,522.40	10,929.60	141
142	6510	MAJORMOVE		116510120149034	315666	6510120	6850 Gas Chromatograph System	6/1/2014	36	7	37,210.32	7,235.34	29,974.98	142
143	6510	MAJORMOVE		116510120140002	315667	6510120	Laprosopic Instrument Set	6/1/2014	36	7	62,907.00	12,231.90	50,675.10	143
144	6510	MAJORMOVE		116510120149042	315668	6510120	Semi Rigid Pleuroscope (Olympu	6/1/2014	36	7	20,616.90	4,008.85	16,608.05	144
145	6510	MAJORMOVE		116510120140003	315669	6510120	Microfilm Reader (Edco Health	6/1/2014	36	7	16,669.00	3,241.19	13,427.81	145
146	6510	MAJORMOVE		116510120140004	315670	6510120	Laryngeal Scopes (Olympus Amer	6/1/2014	36	7	10,624.32	2,065.84	8,558.48	146
147	6510	MAJORMOVE		116510120149033	315671	6510120	C Arm BV Pulsera Phillips Heal	6/1/2014	60	31	131,390.70	67,885.19	63,505.51	147
148	6510	MAJORMOVE		116510120140007	315672	6510120	Bladder Scanner	6/1/2014	60	31	9,020.00	4,660.35	4,359.65	148
149	6510	MAJORMOVE		116510120140001	315673	6510120	Intraoperative Biplane Transdu	6/1/2014	60	31	13,825.00	7,142.90	6,682.10	149
150	6510	MAJORMOVE		116510120140010	315674	6510120	Patient Cooling System (Bard)	6/1/2014	60	31	38,995.00	20,147.40	18,847.60	150
151	6510	MAJORMOVE		116510120149031	315675	6510120	Capital Rep Plan Acuson Antare	6/1/2014	84	55	168,776.00	110,508.08	58,267.92	151
152	6510	MAJORMOVE		116510120140009	315676	6510120	ECG Machines (Philips)	6/1/2014	96	67	18,829.44	13,141.38	5,688.06	152
153	6510	MAJORMOVE		116510120149032	315677	6510120	Max Comfort Pack Proc Table (H	6/1/2014	120	91	24,000.00	18,200.00	5,800.00	153
154	6510	MAJORMOVE		116510120149029	315678	6510120	Brzxx Flex RFA Energy Generato	6/1/2014	120	91	55,037.60	41,736.83	13,300.77	154
155	6510	MAJORMOVE		116510120140006	315679	6510120	Exam Room Tables (Owens & Mino	6/1/2014	180	151	31,438.84	26,373.70	5,065.14	155
156	6510	MAJORMOVE		116510120140020	319526	6510120	Neptune	10/31/2014	60	35	127,700.00	74,491.68	53,208.32	156
157	6510	MAJORMOVE	IT	116510120149012	319527	6510120	ICIP Bridge to Cerner	10/31/2014	60	35	307,408.00	179,321.32	128,086.68	157
158	6510	MAJORMOVE	IT	116510120150012	319528	6510120	Bedside Barcode Scanners	10/31/2014	60	35	54,836.00	31,987.68	22,848.32	158
159	6510	MAJORMOVE	MACH8	116510120150001	319529	6510120	Intelivue MP2	10/31/2014	120	95	57,394.49	45,437.29	11,957.20	159
160	6510	MAJORMOVE	MACH8	116510120150011	319530	6510120	Flex Force 800 Ultrasound Syst	10/31/2014	60	35	205,100.43	119,641.92	85,458.51	160
161	6510	MAJORMOVE	MACH8	116510120140019	319531	6510120	Ultrasound Probe	10/31/2014	60	35	15,721.00	9,170.57	6,550.43	161
162	6510	MAJORMOVE	MACH8	116510120140016	319533	6510120	Mist Therapy System	10/31/2014	84	59	27,977.92	19,651.16	8,326.76	162
163	6510	MAJORMOVE	MACH8	116510120140015	319534	6510120	Sinus Microdebrider	10/31/2014	120	95	76,024.12	60,185.77	15,838.35	163
164	6510	MAJORMOVE	MACH8	116510120140008	319552	6510120	Prep Pack Workstation	10/31/2014	60	35	6,081.18	3,547.36	2,533.82	164
165	6510	MAJORMOVE	MACH8	116510120140005	319553	6510120	Patient Monitors	10/31/2014	60	35	20,398.43	11,899.09	8,499.34	165
166	6510	MAJORMOVE	MACH8	116510120149045	319554	6510120	Ventilator Replacement 8 units	10/31/2014	120	95	376,637.54	298,171.38	78,466.16	166
167	6510	MAJORMOVE	IT	116510120149041	319556	6510120	Nurse Call Replacements	10/31/2014	60	35	80,706.00	47,078.50	33,627.50	167
168	6510	MAJORMOVE	IT	116510120149018	319558	6510120	CVS Implementation	10/31/2014	60	35	379,435.73	221,502.45	157,933.28	168
169	6510	BUILDIMP		116510120149044	319579	6510120	CBC Air Handler 6	10/31/2014	60	35	26,123.50	15,238.71	10,884.79	169
170	6510	MAJORMOVE		116510120150021	320102	6510120	Ultrasound	1/1/2015	60	38	49,160.20	31,134.78	18,025.42	170
171	6510	MAJORMOVE		116510120150008	320205	6510120	Drills	1/1/2015	36	14	447,773.56	174,134.17	273,639.39	171
172	6510	BUILDIMP		116510120150003	320206	6510120	BCC Elevator Modernization	1/1/2015	240	218	93,135.84	84,598.38	8,537.46	172
173	6510	MAJORMOVE		116510120150007	320207	6510120	C-Arm Pulsera x 2	1/1/2015	60	38	270,584.70	171,370.31	99,214.39	173
174	6510	BUILDIMP		116510120149007	320208	6510120	East Unit Pantry Renovation	1/1/2015	240	218	89,159.45	80,986.49	8,172.96	174
175	6510	MAJORMOVE		116510120149040	320209	6510120	Range Hood Fan	1/1/2015	60	38	32,908.50	20,842.05	12,066.45	175
176	6510	MAJORMOVE		116510120140012	320210	6510120	Drills	1/1/2015	36	14	450,254.81	175,099.08	275,155.73	176
177	6510	BUILDIMP		116510120149013	320211	6510120	BCC Elevator Modernization	1/1/2015	240	218	183,150.27	166,361.49	16,788.78	177
178	6510	BUILDIMP		116510120149016	320214	6510120	CCB Airhandler 7/8 Rebuild	1/1/2015	240	218	85,707.98	77,851.40	7,856.58	178
179	6510	BUILDIMP		116510120149009	320216	6510120	Security Office Renovation	1/1/2015	240	218	149,726.00	136,001.11	13,724.89	179
180	6510	MAJORMOVE	IT	116510120149009	320219	6510120	Security Office Renovation	1/1/2015	60	38	81,056.50	51,335.79	29,720.71	180

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181	6510	MAJORMOVE		116510120149017	320221	6510120	CCB OR PHARMACY SATELITE	1/1/2015	60	38	7,001.02	4,433.99	2,567.03	181
182	6510	MAJORMOVE		116510120140017	320222	6510120	Surgical Table	1/1/2015	180	158	59,121.78	51,895.79	7,225.99	182
183	6510	MAJORMOVE		116510120140011	320223	6510120	Cath Lab Upgrade	1/1/2015	60	38	46,510.36	29,456.57	17,053.79	183
184	6510	MAJORMOVE	MACH8	116510120149046	320224	6510120	ER-CT Replacement	1/1/2015	84	62	1,299,671.00	959,280.98	340,390.02	184
185	6510	BUILDIMP		116510120149046	320225	6510120	ER CT Replacement	1/1/2015	180	158	81,672.10	71,689.95	9,982.15	185
186	6510	MAJORMOVE		116510120149006	320323	6510120	NEUROSURGERY INSTRUMENT PROJ	1/1/2015	60	38	1,210.00	766.32	443.68	186
187	6510	LEASEIMP		116510120149005	320324	6510120	Project Constr-6 West Renov	1/1/2015	36	14	7,460.92	2,901.46	4,559.46	187
188	6510	MAJORMOVE		116510120149008	320325	6510120	PACS SYSTEM UPGRADE 2013	1/1/2015	96	74	38,492.24	29,671.10	8,821.14	188
189	6510	LEASEIMP		116510120149010	320326	6510120	PROJECT CONSTR-STORM SEWER	1/1/2015	240	218	20,548.00	18,664.42	1,883.58	189
190	6510	LEASEIMP		116510120149011	320327	6510120	MEDICAL AIR COMPRESSOR ACB	1/1/2015	120	98	1,369.64	1,118.56	251.08	190
191	6510	MAJORMOVE	MACH8	146510120156001	320666	6510120	Bronchoscopes	2/27/2015	60	39	112,437.25	73,084.22	39,353.03	191
192	6510	LEASEIMP		116510120149001	320759	6510120	CCB OR Room 14 Renovation	3/1/2015	240	220	575,343.89	527,398.56	47,945.33	192
193	6510	LEASEIMP		116510120149002	320760	6510120	Radiation Oncology Renovation	3/1/2015	240	220	279,105.91	255,847.08	23,258.83	193
194	6510	LEASEIMP		116510120149003	320761	6510120	9 West Renovation	3/1/2015	240	220	2,752,405.21	2,523,053.64	229,351.57	194
195	6510	MAJORMOVE		116510120149021	320762	6510120	Surgical table Commitment	3/1/2015	120	100	40,538.68	33,782.24	6,756.44	195
196	6510	LEASEIMP		116510120149024	320763	6510120	Fluro Room	3/1/2015	240	220	772,156.36	707,809.99	64,346.37	196
197	6510	LEASEIMP		116510120149021	320812	6510120	ACB Data Closet	3/31/2015	120	100	34,882.90	29,069.09	5,813.81	197
198	6510	LEASEIMP		116510120149004	321264	6510120	CCB OR Storage Room 11 Const	5/1/2015	120	102	764,077.53	649,465.91	114,611.62	198
199	6510	MAJORMOVE	MACH8	116510120149004	321265	6510120	CCB OR Storage Room 11 Equip	5/1/2015	60	42	47,347.90	33,143.54	14,204.36	199
200	6510	MAJORMOVE		116510120150003	321266	6510120	Range Hood fan	5/1/2015	84	66	35,400.00	27,814.28	7,585.72	200
201	6510	LEASEIMP		116510120150001	321267	6510120	OR Storage Room Phase 2	5/1/2015	120	102	88,422.56	75,159.17	13,263.39	201
202	6510	MAJORMOVE		116510120150010	321268	6510120	Fluro Room Equipment	5/1/2015	60	42	11,156.93	7,856.93	3,300.00	202
203	6510	LEASEIMP		116510120150010	321269		Fluro Room Construction	5/1/2015	120	102	411.76	350.00	61.76	203
204	6510	MAJORMOVE		116510120150015	321270	6510120	Surgical Instruments Endoscopy	5/1/2015	84	66	240,911.20	189,287.37	51,623.83	204
205	6510	MAJORMOVE	IT	116510120150017	321272	6510120	Lab Information System Upgrade	5/1/2015	60	42	373,712.02	261,598.43	112,113.59	205
206	6510	MAJORMOVE	MACH8	111800100142006	321503	6510120	Trophon US Probe Cleaning Sys	6/1/2015	60	43	19,204.92	13,763.54	5,441.38	206
207	6510	LEASEIMP		116510120150004	321821	6510120	Symbia Nuc Med-Building Imp	6/1/2015	120	103	196,754.76	168,881.18	27,873.58	207
208	6510	LEASEIMP		116510120150004	321822	6510120	Symbia Nuc Med-Equipment	6/1/2015	84	67	610,000.00	486,547.61	123,452.39	208
209	6510	LEASEIMP		116510120149015	322756	6510120	ACB Auditorium	8/1/2015	120	105	322,051.21	281,794.81	40,256.40	209
210	6510	LEASEIMP		116510130149001	322757	6510130	CWI L&D 3rd Fl Triage-Construc	8/1/2015	120	105	499,314.31	436,900.03	62,414.28	210
211	6510	MAJORMOVE	MACH8	116510130149001	322758	6510130	CWI L&D 3rd Fl Triage-Equipmt	8/1/2015	60	45	53,198.74	39,899.05	13,299.69	211
212	6510	LEASEIMP		116510120150005	322760	6510120	ACB Staffing	8/1/2015	120	105	63,311.94	55,407.30	7,904.64	212
213	6510	MAJORMOVE	IT	116510120150016	322761	6510120	Mediware Meaningful Use-SW	8/1/2015	36	21	208,232.83	121,469.15	86,763.68	213
214	6510	MAJORMOVE	IT	116510120150018	322762	6510120	Mobile MD-SW	8/1/2015	36	21	75,676.40	44,144.57	31,531.83	214
215	6510	MAJORMOVE		116510120150025	322763	6510120	Rapid Infuser	8/1/2015	60	45	17,149.10	12,861.82	4,287.28	215
216	6510	MAJORMOVE	MACH8	116510120150027	322764	6510120	Cryo Probe System	8/1/2015	60	45	3,893.00	2,919.76	973.24	216
217	6510	MAJORMOVE		176510120152002	322765	6510120	BCC Mammo Tomosynthesis Upgrad	8/1/2015	84	69	670,444.00	550,721.85	119,722.15	217
218	6510	MAJORMOVE	MACH8	116510120150026	323212	6510-UMC	Lotta Scope	10/1/2015	48	35	14,626.57	10,665.21	3,961.36	218
219	6510	MAJORMOVE	MACH8	176510120152001	323812	6510120	TrueBeam BCC Linear Acceleratr	10/1/2015	84	71	4,444,993.98	3,757,078.24	687,915.74	219
220	6510	MAJORMOVE		178800820110005	323826	6510120	National Foodservice Program	11/1/2015	60	48	650,582.93	520,466.34	130,116.59	220
221	6510	MAJORMOVE	MACH8	116510120150024	324046	6510120	TMJ Set	9/1/2015	60	46	20,598.75	15,792.38	4,806.37	221
222	6510	MAJORMOVE	MACH8	116510120160003	324199	6510-UMC	Apollo System Hardware	1/1/2016	60	50	49,500.00	41,250.00	8,250.00	222
223	6510	MAJORMOVE	MACH8	116510120160002	324200	6510-UMC	Lighted Retractor	1/1/2016	60	50	24,821.26	20,684.37	4,136.89	223
224	6510	MAJORMOVE	MACH8	116510120160003	324201	6510-UMC	Anesthesia Monitors	1/1/2016	72	62	56,400.00	48,566.68	7,833.32	224
225	6510	MAJORMOVE	MACH8	116510120160006	324202	6510-UMC	Bladder Scan BVI 9400	1/1/2016	84	74	15,454.15	13,614.36	1,839.79	225

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Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset	Asset Group	Description	In Service Date	Life (Mo's)	Remainin g Life (Mo's)	Original Cost	Un Depreciated Book Value - 10/31/16	Cumulative Depreciation	Line No
226	6510	MAJORMOVE	MACH8	116510120160006	324203	6510-UMC	Bladder Scan BVI 9400	1/1/2016	84	74	15,454.15	13,614.36	1,839.79	226
227	6510	MAJORMOVE	MACH8	116510120160006	324204	6510-UMC	Bladder Scan BVI 9400	1/1/2016	84	74	15,454.15	13,614.36	1,839.79	227
228	6510	MAJORMOVE	MACH8	116510120160006	324205	6510-UMC	Bladder Scan BVI 9400	1/1/2016	84	74	15,454.15	13,614.36	1,839.79	228
229	6510	MAJORMOVE	MACH8	116510120160010	324206	6510-UMC	Rhino Laryngoscope Fiberscope	1/1/2016	36	26	6,684.66	4,827.81	1,856.85	229
230	6510	MAJORMOVE	MACH8	116510130150004	324211	6510130	Emergency Generator	1/1/2016	60	50	91,990.00	76,658.32	15,331.68	230
231	6510	BUILDIMP		116510130150005	324215	6510130	Hot Water Heater	1/1/2016	120	110	68,253.29	62,565.50	5,687.79	231
232	6510	BUILDIMP		116510130150006	324228	6510130	Air-Handling Unit 2	1/1/2016	240	230	266,079.51	257,060.14	9,019.37	232
233	6510	BUILDIMP		116510130150007	324229	6510130	Office Buildout	1/1/2016	180	170	47,910.33	45,248.64	2,661.69	233
234	6510	BUILDIMP		176510120152001	429636	6510120	BCC Linear-Carpet	2/1/2016	60	51	9,281.00	7,888.86	1,392.14	234
235	6510	BUILDIMP		176510120152001	429637	6510120	BCC Linear- Interior Design	2/1/2016	180	171	7,597.50	7,217.62	379.88	235
236	6510	BUILDIMP		176510120152001	429638	6510120	BCC Linear-Electrical	2/1/2016	180	171	1,675.00	1,591.24	83.76	236
237	6510	BUILDIMP		176510120152001	429639	6510120	BCC Skylight Reno & Prof Svcs	2/1/2016	240	231	271,128.38	260,961.07	10,167.31	237
238	6510	BUILDIMP		176510120152001	429640	6510120	BCC Linear-Inspection Fee	2/1/2016	240	231	885.00	851.80	33.20	238
239	6510	BUILDIMP		176510120152001	429641	6510120	BCC Linear-Moving Expenses	2/1/2016	240	231	6,423.64	6,182.75	240.89	239
240	6510	MAJORMOVE		176510120152001	429642	6510120	BCC Linear-Sftwr Agrmnt V7	2/1/2016	36	27	20,000.00	14,999.99	5,000.01	240
241	6510	MAJORMOVE		176510120152001	429643	6510120	BCC Linear-reloc Voice&Data ca	2/1/2016	60	51	2,222.65	1,889.26	333.39	241
242	6510	MAJORMOVE		176510120152001	429644	6510120	BCC Linear-servers	2/1/2016	60	51	105,649.00	89,801.64	15,847.36	242
243	6510	MAJORMOVE		176510120152001	429645	6510120	BCC Linear-Signage	2/1/2016	60	51	3,295.49	2,801.16	494.33	243
244	6510	MAJORMOVE		176510120152001	429646	6510120	BCC Linear-Medical dispenser g	2/1/2016	60	51	3,325.84	2,826.97	498.87	244
245	6510	MAJORMOVE		176510120152001	429647	6510120	BCC Linear-Hexa Monitor System	2/1/2016	60	51	36,436.50	30,971.02	5,465.48	245
246	6510	MAJORMOVE		176510120152001	429648	6510120	BCC Linear-Flat Panel Director	2/1/2016	60	51	1,002.80	852.39	150.41	246
247	6510	MAJORMOVE		176510120152001	429649	6510120	BCC Linear-ACCU Gold Digitizer	2/1/2016	84	75	12,955.25	11,567.18	1,388.07	247
248	6510	MAJORMOVE		176510120152001	429650	6510120	BCC Linear- Univ Upgrade Detec	2/1/2016	96	87	49,127.50	44,521.79	4,605.71	248
249	6510	MAJORMOVE		176510120152001	429651	6510120	BCC Linear-microSTAR ii Reader	2/1/2016	96	87	31,000.00	28,093.74	2,906.26	249
250	6510	MAJORMOVE		176510120152001	429652	6510120	BCC Linear-Switch Controls Dos	2/1/2016	120	111	1,483.35	1,372.10	111.25	250
251	6510	MAJORMOVE		176510120152001	429653	6510120	BCC Linear-CellEx Photopheresi	2/1/2016	120	111	70,000.00	64,750.01	5,249.99	251
252	6510	MAJORMOVE		176510120152001	429654	6510120	BCC Linear-Cabinets	2/1/2016	180	171	2,331.00	2,214.45	116.55	252
253	6510	MAJORMOVE		176510120152001	429655	6510120	BCC Linear-Office furniture	2/1/2016	180	171	78,436.37	74,514.54	3,921.83	253
254	6510	MAJORMOVE		176510120152001	429656	6510120	BCC Linear-Air Quality Sample	2/1/2016	180	171	1,575.00	1,496.25	78.75	254
255	6510	MAJORMOVE		176510120152001	429657	6510120	BCC Linear-Install barrier gri	2/1/2016	180	171	3,690.09	3,505.59	184.50	255
256	6510	MAJORMOVE	MACH8	116510120160007	429777	6510120	Acuson S200 Ultrasound Equip	3/1/2016	84	76	118,708.00	107,402.48	11,305.52	256
257	6510	MAJORMOVE	MACH8	116510120160008	429778	6510120	XOFT-Axxent Brachytherapy Syst	3/1/2016	84	76	350,000.00	316,666.65	33,333.35	257
258	6510	BUILDIMP		116510120150013	429779	6510120	Dialysis Remodel	3/1/2016	180	172	37,140.85	35,490.14	1,650.71	258
259	6510	MAJORMOVE	MACH8	116510120150013	429780	6510120	Dialysis Remodel-Water Detectr	3/1/2016	120	112	1,189.00	1,109.73	79.27	259
260	6510	BUILDIMP		116510120150013	429781	6510120	Dialysis-Power Addition	3/1/2016	120	112	7,453.20	6,956.32	496.88	260
261	6510	BUILDIMP		116510120150013	429782	6510120	Dialysis Remodel-Floor coverng	3/1/2016	120	112	1,925.00	1,796.67	128.33	261
262	6510	MAJORMOVE	MACH8	116510120160009	429783	6510120	UPS Back Up System	3/1/2016	120	112	47,586.07	44,590.44	2,995.63	262
263	6510	MAJORMOVE	MACH8	116510120160012	429784	6510120	XLTEK EEG-Brain Monitor	3/1/2016	84	76	123,687.10	111,907.37	11,779.73	263
264	6510	MAJORMOVE	MACH8	116510120160013	429785	6510120	Spy Imaging System	3/1/2016	60	52	185,000.00	160,333.35	24,666.65	264
265	6510	MAJORMOVE	MACH8	116510120160014	429786	6510120	Carbon Fiber Table for Endo	3/1/2016	180	172	11,730.00	11,208.65	521.35	265
266	6510	MAJORMOVE	MACH8	146510120150001	429787	6510120	Mammo Unit-Mammo van	3/1/2016	96	88	255,000.00	233,750.00	21,250.00	266
267	6510	MAJORMOVE	VEHICLI	146510120150001	429788	6510120	Mammo Van Replacement	3/1/2016	48	40	516,064.46	430,053.73	86,010.73	267
268	6510	MAJORMOVE	MACH8	146510120150001	429789	6510120	Bioimpedence Unit	3/1/2016	60	52	7,430.00	6,439.35	990.65	268
269	6510	BUILDIMP		116510120150023	429812	6510120	Pharmacy Remodel	3/1/2016	180	172	302,709.55	289,653.05	13,056.50	269
270	6510	BUILDINGS		116510120150023	429813	6510120	Pharmacy Remodel-Pneumatic Sys	3/1/2016	180	172	9,796.00	9,360.63	435.37	270

KentuckOne Health

UMC Undepreciated Capital - Life on Assets Placed into Service - 3/1/13-10/31/16

Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset	Asset Group	Description	In Service Date	Remainin g Life		Original Cost	Un Depreciated		Line No
									Life (Mo's)	g Life (Mo's)		Book Value - 10/31/16	Cumulative Depreciation	
271	6510	FIXEDEQUIP		116510120150023	429814	6510120	Pharmacy Remodel-Exhaust Fan	3/1/2016	180	172	92,803.00	88,678.43	4,124.57	271
272	6510	FIXEDEQUIP		116510120150023	429815	6510120	Pharmacy Remodel-Cart Washer	3/1/2016	180	172	16,869.00	16,119.25	749.75	272
273	6510	BUILDINGS		116510120150023	429816	6510120	Pharmacy Remodel-Panels	3/1/2016	180	172	27,400.00	26,182.23	1,217.77	273
274	6510	FIXEDEQUIP		116510120150023	429839	6510120	Pharmacy Remodel-Cabinets	3/1/2016	180	172	1,347.00	1,287.15	59.85	274
275	6510	BUILDIMP		116510120150023	429840	6510120	Pharmacy Remodel-Electrical	3/1/2016	180	172	11,446.17	10,937.45	508.72	275
276	6510	ART		116510120150022	429869	6510120	Waiting Rm-Art/Framing	3/1/2016			8,508.26	8,508.26	-	276
277	6510	BUILDINGS		116510120150022	429870	6510120	Waiting Rm-Carpet	3/1/2016	60	52	23,460.52	20,332.45	3,128.07	277
278	6510	BUILDINGS		116510120150022	429871	6510120	Waiting Rm-Fluorscnt fixtures	3/1/2016	120	112	6,784.00	6,331.75	452.25	278
279	6510	BUILDINGS		116510120150022	429872	6510120	Waiting Rm-Construction	3/1/2016	180	172	38,096.75	36,403.56	1,693.19	279
280	6510	BUILDINGS		116510120150022	429873	6510120	Waiting Rm-Interior Design	3/1/2016	180	172	7,056.50	6,742.89	313.61	280
281	6510	BUILDINGS		116510120150022	429874	6510120	Waiting Rm-Flooring Finishes	3/1/2016	180	172	29,192.50	27,895.06	1,297.44	281
282	6510	BUILDINGS		116510120150022	429875	6510120	Waiting Rm-Electrical	3/1/2016	240	232	3,786.62	3,660.39	126.23	282
283	6510	BUILDINGS		116510120150022	429876	6510120	Waiting Rm-Water Line	3/1/2016	240	232	2,530.00	2,445.67	84.33	283
284	6510	FIXEDEQUIP		116510120150022	429877	6510120	Waiting Rm-Communication board	3/1/2016	60	52	3,152.32	2,732.01	420.31	284
285	6510	FIXEDEQUIP		116510120150022	429878	6510120	Waiting Rm-Lockers	3/1/2016	180	172	3,260.40	3,115.51	144.89	285
286	6510	FIXEDEQUIP		116510120150022	429879	6510120	Waiting Rm-Cabinets	3/1/2016	180	172	8,585.80	8,204.20	381.60	286
287	6510	MAJORMOVE	FURN&	116510120150022	429880	6510120	Waiting Rm-Reupholster furn	3/1/2016	120	112	12,782.08	11,929.93	852.15	287
288	6510	MAJORMOVE	FURN&	116510120150022	429881	6510120	Waiting Rm-Trash can	3/1/2016	120	112	1,335.75	1,246.70	89.05	288
289	6510	MAJORMOVE	FURN&	116510120150022	429882	6510120	Waiting Rm-Chair & tables	3/1/2016	180	172	116,647.47	111,463.14	5,184.33	289
290	6510	MAJORMOVE		116510120150022	429883	6510120	Waiting Rm-Microwave	3/1/2016	60	52	758.00	656.95	101.05	290
291	6510	MAJORMOVE	IT	116510130150001	429884	6510130	CWI OB Monitors	3/1/2016	60	52	962,538.68	834,200.19	128,338.49	291
292	6510	BUILDINGS		116510130150003	429885	6510130	ACB AHU 5 Controls	3/1/2016	240	232	22,412.58	21,752.83	659.75	292
293	6510	MAJORMOVE	MACH8	116510130150001	429888	6510130	CWI Portable X- Ray	3/10/2016	84	76	154,618.12	139,892.59	14,725.53	293
294	6510	BUILDIMP		116510130150001	429889	6510130	CWI Portable X- Ray-Remodel	3/1/2016	180	172	8,129.17	7,767.88	361.29	294
295	6510	MAJORMOVE	FURN&	116510130150001	429890	6510130	CWI Portable X- Ray-Curtains	3/1/2016	60	52	4,085.68	3,540.92	544.76	295
296	6510	BUILDINGS		116510130150001	429891	6510130	CWI Portable X- Ray-Signage	3/1/2016	60	52	702.00	608.40	93.60	296
297	6510	MAJORMOVE	transfer		430115	6520120	National Foodservice Program	3/31/2016	60	52	147,121.52	127,505.32	19,616.20	297
298	6510	MAJORMOVE	IT	116510120160009	430298	6510120	UPS Backup System	3/1/2016	120	112	49,792.00	46,472.55	3,319.45	298
299	6510	BUILDIMP		176510120152004	430309	6510120	Lab Consolidation-Bldg Improv	4/1/2016	180	173	532,250.79	506,979.30	25,271.49	299
300	6510	BUILDIMP		176510120152004	430310	6510120	Lab Consolidation-Data Cables	4/1/2016	180	173	45,209.58	43,539.59	1,669.99	300
301	6510	BUILDIMP		176510120152004	430311	6510120	Lab Consolidation-Electricity	4/1/2016	180	173	356,576.33	342,709.47	13,866.86	301
302	6510	MAJORMOVE	FURN&	176510120152004	430312	6510120	Lab Consolidation-Design/Furni	4/1/2016	180	173	21,704.15	20,864.10	840.05	302
303	6510	BUILDIMP		176510120152004	430313	6510120	Lab Consolidation-AHU	4/1/2016	240	233	983,057.90	954,385.38	28,672.52	303
304	6510	MAJORMOVE	MACH8	176510120152004	430314	6510120	Lab Consolidatio-Hema Analyzer	4/1/2016	60	53	8,846.40	7,814.32	1,032.08	304
305	6510	BUILDIMP		176510120152004	430323	6510120	Lab Consolidation-Masonary	4/1/2016	300	293	22,000.00	21,486.68	513.32	305
306	6510	BUILDIMP		176510120152004	430324	6510120	Lab Consolidation-Carpentry	4/1/2016	180	173	19,026.60	18,286.69	739.91	306
307	6510	BUILDIMP		176510120152004	430325	6510120	Lab Consolidation-Casework	4/1/2016	180	173	92,000.00	88,422.23	3,577.77	307
308	6510	BUILDIMP		176510120152004	430332	6510120	Lab Consolidation-Paint	4/1/2016	180	173	21,684.70	20,841.41	843.29	308
309	6510	BUILDIMP		176510120152004	430333	6510120	Lab Consolidation-Roofing	4/1/2016	120	113	14,000.00	13,183.32	816.68	309
310	6510	MAJORMOVE	FURN&	176510120152004	430335	6510120	Lab Consolidation-Doors/Frames	4/1/2016	180	173	10,134.15	9,740.05	394.10	310
311	6510	MAJORMOVE	FURN&	176510120152004	430336	6510120	Lab Consolidation-Floors	4/1/2016	180	173	32,005.50	30,760.83	1,244.67	311
312	6510	MAJORMOVE	FURN&	176510120152004	430337	6510120	Lab Consolidation-Windows/Glaz	4/1/2016	180	173	23,450.00	22,538.05	911.95	312
313	6510	BUILDIMP		176510120152004	430338	6510120	Lab Consolidation-Gypsum Board	4/1/2016	180	173	56,280.00	54,091.32	2,188.68	313
314	6510	BUILDIMP		176510120152004	430339	6510120	Lab Consolidation-Fire Suppres	4/1/2016	180	173	40,462.40	38,888.87	1,573.53	314
315	6510	MAJORMOVE	MACH8	116510120160005	430675	6510120	Digital X-Ray	4/1/2016	84	77	157,500.00	144,375.00	13,125.00	315

KentuckOne Health

UMC Undepreciated Capital - Life on Assets Placed into Service - 3/1/13-10/31/16

Line No	Company	ASSET-TYPE-9	SUB-TYPE-9	Activity Code	Asset	Asset Group	Description	In Service Date	Life (Mo's)	Remainin g Life (Mo's)	Original Cost	Un Depreciated Book Value - 10/31/16	Cumulative Depreciation	Line No
316	6510	MAJORMOVE	MACH8	116510120160015	430676	6510120	PCA Pumps	5/1/2016	120	114	274,800.00	261,060.00	13,740.00	316
317	6510	MAJORMOVE	MACH8	116510120160017	430677	6510120	Ultrasound Mini Probe	5/1/2016	84	78	4,564.50	4,238.46	326.04	317
318	6510	MAJORMOVE	MACH8	176510120152004	430678	6510120	Lab Consolidation-data platfrm	4/1/2016	60	53	204,000.00	180,200.00	23,800.00	318
319	6510	MAJORMOVE	MACH8	116510120160005	434533	6500120	Digital X-Ray-Transformer	4/1/2016	120	116.727	21,381.68	20,798.54	583.14	319
320	6510	MAJORMOVE		116510120160011	434534	6500120	RAPID Software System	8/1/2016	36	33	67,500.00	61,875.00	5,625.00	320
321	6510	MAJORMOVE	MACH8	116510130160001	434535	6510130	Infant Abduction System	8/1/2016	60	57	166,260.66	157,947.63	8,313.03	321
322	6510	MAJORMOVE	MACH8	176510120152001	434536	6510120	BCC Linear Acceleratr-Server	8/1/2016	60	57	56,721.50	53,887.02	2,834.48	322
323	6510	MAJORMOVE	MACH8	176510120152004	434540	6510120	Lab Consolidation-Microbiology	8/19/2016	96	93	1,345,400.00	1,303,356.26	42,043.74	323
324	6510	MAJORMOVE	MACH8	116510120160016	434627	6510120	Infusion Cntr-LED TVs	9/1/2016	60	58	2,580.00	2,494.00	86.00	324
325	6510	MAJORMOVE	MACH8	116510120160016	434628	6510120	Infusion Cntr-Ice/water dispen	9/1/2016	120	118	2,877.05	2,829.09	47.96	325
326	6510	MAJORMOVE	MACH8	116510120160016	434629	6510120	Infusion Cntr-Warming cabinet	9/1/2016	120	118	5,451.98	5,361.12	90.86	326
327	6510	MAJORMOVE	MACH8	116510120160016	434630	6520120	Infusion Cntr-Mobile Recliner	9/1/2016	120	118	13,030.57	12,813.39	217.18	327
328	6510	BUILDIMP		116510120160016	434631	6510120	Infusion Cntr-Construction	9/1/2016	180	178	33,279.91	32,910.13	369.78	328
329	6510	MAJORMOVE	MACH8	116510120160016	434632	6520120	Infusion Cntr-patient station	9/1/2016	120	118	5,243.10	5,155.72	87.38	329
330	6510	MAJORMOVE	MACH8	116510120160016	434633	6520120	Infusion Cntr-Misc equip	9/1/2016	120	118	2,658.79	2,614.47	44.32	330
331	6510	BUILDIMP		116510120160020	434634	6520120	Trauma Room Lights	9/1/2016	180	178	130,727.52	129,275.00	1,452.52	331
332	6510	MAJORMOVE	MACH8	116510120160021	434635	6510120	Trauma Room Monitors	9/1/2016	84	82	154,219.67	150,547.77	3,671.90	332
333	6510	MAJORMOVE	MACH8	116510120160023	434636	6510120	Arctic Sun	9/1/2016	120	118	87,980.00	86,513.66	1,466.34	333
334	6510	MAJORMOVE	MACH8	116510120160024	434637	6510120	Faxitrons-Radiography	9/1/2016	84	82	89,900.00	87,759.52	2,140.48	334
335	6510	BUILDIMP		116510120160025	434638	6510120	DaVinci Phase-Construction	9/1/2016	180	178	99,068.02	97,967.26	1,100.76	335
336	6510	MAJORMOVE	MACH8	116510120160025	434639	6510120	DaVinci Phase-Transformer	9/1/2016	120	118	5,455.00	5,364.08	90.92	336
337	6510	BUILDIMP		116510120160025	434640	6510120	DaVinci Phase-Flooring	9/1/2016	120	118	3,520.00	3,461.34	58.66	337
338	6510	BUILDIMP		116510120160025	434641	6510120	DaVinci Phase-Reloc Gas lines	9/1/2016	180	178	25,427.83	25,145.29	282.54	338
339	6510	MAJORMOVE	MACH8	116510120160025	434642	6510120	DaVinci Phase-Surgery equipmnt	9/1/2016	60	58	20,584.98	19,898.82	686.16	339
340	6510	BUILDINGS		116510120162001	434643	6510120	Air Handler Unit 12	9/1/2016	240	238	453,707.55	449,926.65	3,780.90	340
341	6510	MAJORMOVE	MACH8	176510120152004	434644	6510120	Lab Consolidate-Slidemate Sys	9/1/2016	120	118	64,453.65	63,379.43	1,074.22	341
342	6510	MAJORMOVE	MACH8	176510120152004	434645	6510120	Lab Consolidate-Cytospin 4	9/1/2016	84	82	7,708.00	7,524.48	183.52	342
343	6510	MAJORMOVE	MACH8	176510120152004	434646	6510120	Lab Consolidate-Cryostat	9/1/2016	84	82	21,648.76	21,133.32	515.44	343
344	6510	MAJORMOVE	MACH8	176510120152004	434647	6510120	Lab Consolidate-Deionized syst	9/1/2016	84	82	2,549.00	2,488.31	60.69	344
345	6510	MAJORMOVE	MACH8	176510120152004	434648	6510120	Lab Consolidation-Testing equi	9/1/2016	60	58	16,977.08	16,411.18	565.90	345
346	6510	MAJORMOVE	FURN&	176510120152004	434649	6510120	Lab Consolidate-Countertops	9/1/2016	180	178	3,860.00	3,817.12	42.88	346
347	6510	MAJORMOVE	MACH8	176510120152004	434650	6510120	Lab Consolidation-Lab Stations	9/1/2016	180	178	23,768.63	23,504.53	264.10	347
348														348
349											39,975,983.57	31,996,681.59	7,979,301.98	349

SCHEDULE 3
AMENDMENT TO JOA

(See attached)

AMENDMENT TO JOINT OPERATING AGREEMENT

This AMENDMENT TO JOINT OPERATING AGREEMENT (this “Amendment”) is entered into effective as of December 14, 2016 (the “Amendment Effective Date”) by and between University Medical Center, Inc., a Kentucky nonprofit corporation (“UMC”), and KentuckyOne Health, Inc., a Kentucky nonprofit corporation (“KentuckyOne”). UMC and KentuckyOne are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, UMC and KentuckyOne are parties to that certain Joint Operating Agreement dated November 13, 2012 (the “JOA”), pursuant to which KentuckyOne agreed to manage and operate (other than the Maintained Procedures, as defined in the JOA) University of Louisville Hospital (“Hospital”), the James Graham Brown Cancer Center (the “Cancer Center”), and other ancillary UMC businesses and operations associated with the Hospital and the Cancer Center together with the Hospital and the Cancer Center, and excluding the Maintained Procedures as defined in the JOA, the “Business”);

WHEREAS, UMC, KentuckyOne and University of Louisville, an instrumentality of the Commonwealth of Kentucky, acting through its Board of Trustees (“University”), desire to restructure the JOA and other related arrangements in order to transition operation and management of the Business back to UMC and University, in accordance with the terms and conditions described in the Agreement between University, UMC and KentuckyOne to be executed herewith (the “Fundamental Agreement”); and

WHEREAS, in furtherance of the foregoing, the Parties desire to amend the JOA as described herein, in accordance with Section 8.9 of the JOA.

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

1. **Amendment to Section 6.1.** Section 6.1 of the JOA is hereby deleted in its entirety, and replaced with following Section 6.1:

6.1 **Term.** The initial term of this Agreement shall be for a period commencing on the date on which the Integrated Operations will be integrated with KentuckyOne, which date shall be on or before March 1, 2013 (the “Integration Date”), and continuing through the earlier of (i) June 30, 2017 or (ii) the date on which the Fundamental Agreement is terminated for any reason (the “Term”).

2. **Amendment to Section 5.2(a).** Section 5.2(a) of the JOA is hereby deleted in its entirety and replaced with the following:

(a) UMC will pay to KentuckyOne an amount equal to the net book value of the capital investments in the Integrated Operation made after the November 1, 2016 and as directed in writing by University and UMC (and excluding any investments by KentuckyOne as part of the Aggregate Undepreciated Capital (as defined in the Fundamental Agreement)). Notwithstanding the foregoing: (i) to the extent that further investigation or examination reveals that, based on GAAP principles, the actual amount of Aggregate Undepreciated Capital is less than Thirty Eight Million Eight Hundred Thousand Dollars (\$38,800,000) (the “Target Capital Amount”), UMC will have the right to reduce any required repayment amount under this Section 5.2(a) by the amount the actual Aggregate Undepreciated Capital is less than the Target Capital Amount; and (ii) to the extent that further investigation or examination reveals that, based on GAAP principles, the actual amount of Aggregate Undepreciated Capital is greater than the Target Capital Amount, KentuckyOne will have the right to increase any required repayment amount under this Section 5.2(a) by the lesser of (a) the amount the actual Aggregate Undepreciated Capital is greater than the Target Capital Amount or (b) an amount equal to the difference between the Target Capital Amount and the Aggregate Undepreciated Capital amounts set forth on Schedules 2.4.2 and 2.4.3 attached to the Fundamental Agreement.

3. **Amendment to Section 1.17.** Section 1.17 of the JOA is hereby deleted in its entirety and replaced with the following:

1.17 Assets Related to Maintained Procedures. Notwithstanding anything in this Agreement to the contrary, UMC has full authority to manage and control the assets related to the Maintained Procedures. As used in this section, assets related to Maintained Procedures includes, without limitation, the UMC Reserve Fund, the Capital Fund, UMC’s interest in Passport Health Plan, UMC’s interest in Louisville Medical Group, UMC’s interest in Kentuckiana Medical Reciprocal Risk Retention Group, and UMC’s interest in Premier, Inc. and related entities.

4. **Amendment to Section 2.5.**

a. Section 2.5 of the JOA is hereby deleted in its entirety and replaced with the following:

2.5 Retention of Capital by UMC. Upon the Integration Date, UMC shall retain capital in the amount of Seventeen Million Dollars (\$17,000,000) (the “UMC Reserve Fund”). In addition, UMC shall retain Fifteen Million Dollars (\$15,000,000) (“Capital Fund”). The UMC Reserve Fund and the Capital Fund may be used by UMC and University as deemed appropriate in their sole discretion.

b. Sections 2.5(a)-(e) of the JOA are hereby deleted in their entirety.

5. **Remainder of Agreement.** Except as specifically set forth herein and in the Fundamental Agreement, all other provisions of the JOA 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 JOA.

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]

[Signature page to Amendment to JOA]

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.

UNIVERSITY MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 4.3

AMENDED AND RESTATED ACADEMIC AFFILIATION AGREEMENT

(See attached)

ACADEMIC AFFILIATION AGREEMENT

This ACADEMIC AFFILIATION AGREEMENT (this “**Agreement**”) is entered into effective as of July 1, 2017 (the “**Effective Date**”), by and among (i) the UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth (“**University**”), and (ii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation (“**KentuckyOne**”). University and KentuckyOne may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

The Commonwealth of Kentucky (“**Commonwealth**”), the University, KentuckyOne, and University Medical Center, Inc., a Kentucky nonprofit corporation (“**UMC**”) are parties to that certain Academic Affiliation Agreement dated November 13, 2012 (“**2012 Affiliation Agreement**”) related to University teaching, training, and clinical programs based at University of Louisville Hospital, Jewish Hospital and Frazier.

The Parties and UMC desire to restructure that certain Joint Operating Agreement between UMC and KentuckyOne dated November 13, 2012 (the “**JOA**”), and other related arrangements, including the 2012 Affiliation Agreement, in order to, among other things, transition operation and management of University of Louisville Hospital and the James Graham Brown Cancer Center back to UMC and University, in accordance with the terms and conditions described in the Agreement between University, UMC and KentuckyOne, to be executed herewith (the “**Fundamental Agreement**”).

In accordance with the foregoing, University and KentuckyOne desire to (i) terminate all obligations of UMC, and all obligations of KentuckyOne with respect to UMC, under the 2012 Affiliation Agreement, and (ii) amend and restate the 2012 Affiliation Agreement in its entirety with respect to University Programs at Frazier and Jewish Hospital beginning July 1, 2017, and continuing for a period of one (1) year thereafter.

In consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties set forth above hereby agree as follows:

1. **SCOPE AND PURPOSES OF AFFILIATION**

Among the purposes of this Agreement, are to advance the following purposes:

- (i) To support and maintain the University’s education and research in medicine; and
- (ii) To maintain an environment in which full time Faculty of the School of Medicine will work collaboratively with community physicians who are not full time Faculty of the School of Medicine to provide quality, affordable healthcare to the public in the Louisville Metro.

2. **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning indicated:

“Academic Agreement” means any professional service or academic support agreement or other agreement between University, School of Medicine, or any School of Medicine clinical faculty or clinical practice plan with KentuckyOne or any of its subsidiaries for Programs located at Jewish Hospital or Frazier, including without limitation any clinical service agreement, medical director agreement, resident agreement, including without limitation those agreements listed on **Exhibit A** (each, an “**Academic Agreement**”).

“Academic Payment” has the meaning set forth in Section 3.3(a).

“ACGME” shall mean the Accreditation Council for Graduate Medical Education and, with respect to accreditation of a specific program, the applicable common specialty/subspecialty specific program requirements and institutional requirements.

“Accrediting Agency(ies)” shall mean any one or more of the nationally-recognized accrediting agency(ies) that oversee and grant accreditation status to the University School of Medicine, including, but not limited to, ACGME and LCME.

“Agreement” has the meaning set forth in the introductory paragraph.

“Dean” shall mean the chief academic officer of the University’s School of Medicine.

“Department” shall mean a recognized academic department of the School of Medicine within either the Basic Sciences or Clinical Services departments and administered by a chair, recommended by the Dean, and appointed by the University Board of Trustees.

“Faculty” shall mean all part-time and full-time clinical physicians who hold an academic appointment in the School of Medicine, other than Gratis Faculty.

“Frazier” means Frazier Rehab Institute, a licensed comprehensive physical rehabilitation hospital located at 220 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

“Graduate Medical Education” shall mean the graduate medical education Programs conducted by the School of Medicine which is accredited by the Accreditation Council on Graduate Medical Education (ACGME), or a similarly recognized national accrediting body.

“Gratis Faculty” shall mean those individuals who hold non-tenured, uncompensated appointments in the School of Medicine.

“Jewish Hospital” means the licensed acute care hospital located at 200 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

“KentuckyOne” has the meaning set forth in the introductory paragraph.

“KentuckyOne Facilities” shall mean, collectively, all of the healthcare facilities that are owned or controlled by KentuckyOne, including Frazier and Jewish Hospital.

“Law(s)” shall mean all federal, state and local statutes, law, ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, awards (including awards of an arbitrator), judgments and decrees applicable to the relevant entity and to the businesses and assets thereof.

“LCME” means the Liaison Committee on Medical Education.

“Louisville Metro” shall mean the unit of local government resulting from the consolidation of the governments of the City of Louisville and Jefferson County, Kentucky.

“Program” shall mean a clinically related group of services which are part of the teaching or research program of University.

“Proprietary and Confidential Information” shall mean all information that relates to or is used in connection with the business and affairs of any Party to this Agreement (that does not constitute Proprietary and Confidential Information of another Party to this Agreement) including computer programs, and all operating manuals or similar materials, policies and procedures, administrative, advertising and marketing material and other information used by a Party in the performance of its obligations under this Agreement. Proprietary and Confidential Information shall exclude any information (i) which is already known by the disclosing Party from a source unrelated to this Agreement, (ii) which is a matter of public knowledge, (iii) which has heretofore been or is hereafter published in any publication available for public distribution, or (iv) which was filed as public information with any governmental authority, except to the extent such information was made public as a result of the act or omission of any Party, including any breach of an agreement of confidentiality by such Party.

“Research” shall mean the activity of University School of Medicine Faculty and other clinical researchers aligned with, and supported by, KentuckyOne.

“School of Medicine” shall refer to University’s School of Medicine.

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

“University” has the meaning set forth in the introductory paragraph.

3. ACADEMIC AND OTHER PROGRAMS

3.1 Roles of KentuckyOne and University.

(a) KentuckyOne and University shall cooperate to assure that each of the undergraduate medical, graduate medical, continuing medical, professional, undergraduate, and all other educational Programs contemplated herein remain fully licensed and accredited by Accrediting Agencies as needed to effectively conduct its business and such Programs.

(b) Matters affecting University teaching, training, research, and clinical Programs are reserved solely to the University. All Faculty, residency, fellowship and student related issues shall be solely under the jurisdiction of the University Health Sciences Center. The University shall be solely responsible for defining the size, work assignment, curriculum,

and geographic distribution of all residency Programs, as well as the content, delivery, and geographic location of delivery of the curriculum. Without limiting the foregoing, this provision requires that University will solely be responsible for selection, academic evaluation, and dismissal of all students enrolled in University. Residents shall be employees of the University, and the University will be responsible for payment of resident salaries, benefits, and malpractice insurance, as well as resident disciplinary matters. Furthermore, the University shall exclusively set the criteria for awarding all academic appointments (including gratis appointments) for any individual associated with the University, and the University shall have the exclusive right to determine promotion, tenure, salary, and work assignments of all University Faculty members, interns, residents, and fellows. In exercising its authority, University shall require its Faculty, residents, fellows and students to abide by all applicable University policies and procedures while conducting activities within its Programs.

3.2 KentuckyOne will work in good faith with University to satisfy all current ACGME Common, specialty/subspecialty specific program, and Institutional Requirements (ACGME), the LCME Clinical Teaching Facilities requirements, and the requirements of any other Accrediting Agency for all University teaching programs that occur in KentuckyOne Facilities. The details of such relationships may be determined in separate agreements between KentuckyOne and University, and shall be updated by the Parties, as necessary, to comply with new or revised requirements imposed by any Accrediting Agency.

3.3 Academic Payments.

(a) KentuckyOne and University shall enter into Academic Agreements pursuant to which KentuckyOne will agree to provide, in the aggregate, no less than \$23,770,522.00 (the “**Academic Payment**”), which will include, among other expenditures:

(i) Funding for 56 resident positions at the Jewish Hospital and Frazier facilities taking into account (a) staffing at comparable healthcare facilities, (b) the services provided at the Jewish Hospital facilities, and (c) clinical volume at the Jewish Hospital facilities; provided, however, that the funding shall not be less than \$4,210,843.00 without the prior written consent of the University. All such funding shall be determined in accordance with the University’s historical practice for establishing salary and benefits for residents and administrating the GME program at the Jewish Hospital and Frazier facilities.

(ii) Funding for all the current Academic Agreements with KentuckyOne or its subsidiaries in existence as of the Effective Date.

3.4 Maintenance of Academic Programs. KentuckyOne will not take any action which would objectively jeopardize continued accreditation of University Programs which have funded GME residency or fellowship slots at KentuckyOne Facilities by an Accrediting Agency without the University’s consent.

4. **STANDARDS OF PERFORMANCE**

4.1 KentuckyOne Compliance with Law and Standards. In performing all services required by this Agreement and any other Agreements ancillary thereto, KentuckyOne represents and warrants it will (i) comply in all material respects with all applicable Laws; (ii) provide

services in accordance with generally recognized standards for comparable healthcare facilities, and taking into account the University's teaching, research, clinical care and community service missions; and (iii) exercise reasonable care and prudence in performing its duties hereunder.

4.2 University Compliance with Law and Standards. University represents and warrants that it will (i) comply in all material respects with all applicable Laws; (ii) provide teaching, research and clinical care Programs at a level generally recognized as meeting the standard for a medical school affiliated with a quaternary care hospital that is part of an academic medical center; and (iii) exercise reasonable care and prudence in the services it, and its Faculty, provide at the KentuckyOne Facilities.

4.3 Licensure and Accreditation. KentuckyOne and University shall cooperate to keep all Programs fully licensed and accredited by hospital licensing and accreditation agencies, obtain and maintain such accreditation such that each of the undergraduate medical, graduate medical, continuing medical, professional, undergraduate, and all other educational programs conducted by the University at the KentuckyOne Facilities or otherwise pertaining to this Agreement remain fully licensed and accredited (e.g., by the ACGME and other similarly recognized accreditation bodies) as needed by such academic, clinical and research Programs.

4.4 Cooperation. In performing the services contemplated hereunder, KentuckyOne shall use its Best efforts to establish and maintain good cooperative relationships with Faculty (both full time and gratis), community physicians, other health care services and facilities, and with the community generally.

5. **TAX CONSIDERATIONS**

Upon the written request of any Party, the Parties agree to amend to terms of this Agreement, or any other agreement executed and delivered in connection hereto, from time to time on an economically neutral basis in order to comply with any tax law, rule or regulation applicable to any Party.

6. **FACULTY AGREEMENTS**

University shall have the right of prior written approval, not to be unreasonably withheld, of all direct agreements between any full time member or members of the Faculty and KentuckyOne.

7. **REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties of KentuckyOne. KentuckyOne represents and warrants as follows:

(a) KentuckyOne is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has full and unrestricted corporate power and authority to carry on its business as currently conducted, to execute and deliver this Agreement.

(b) This Agreement and all other documents to be executed by KentuckyOne will constitute valid and binding obligations of KentuckyOne enforceable in accordance their respective terms upon execution.

7.2 Representations and Warranties of University. University represents and warrants as follows:

(a) University is an independent agency of the Commonwealth of Kentucky, and has the authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby, including all power and authority necessary or appropriate under the laws of the Commonwealth of Kentucky.

(b) This Agreement and all other documents to be executed by University will constitute valid and binding obligations of University enforceable in accordance with their respective terms upon execution.

8. **TERM AND TERMINATION**

8.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, and continuing through June 30, 2018 (the “**Term**”).

8.2 Termination. This Agreement shall terminate at the end of the Term or otherwise as mutually agreed by the Parties in writing.

8.3 Effect of Termination.

(a) *Transition Period.* Following any termination or expiration of this Agreement, KentuckyOne and University shall cooperate to develop a transition plan, reasonably acceptable to the Parties, to effectuate the orderly termination of this Agreement and transition of University Programs, as applicable. In implementing such transition plan, each Party shall provide to the other a level of support and cooperation, reasonably necessary to complete the transition plan, and to satisfy each Party’s duties and obligations under the plan. To the extent there are University residency slots allocated to Jewish Hospital and Frazier for Medicare cost reporting purposes, the Parties agree that those residency slots will be transferred to UMC, or another facility as directed by University, upon termination of this Agreement.

(b) *Return of Proprietary and Confidential Information.* Upon expiration or other termination of this Agreement, for any reason, each Party shall promptly return all Proprietary and Confidential Information to the owner of such Proprietary and Confidential Information.

9. **INSURANCE**

9.1 KentuckyOne shall maintain in full force and effect at all times during the Term of this Agreement commercial general liability insurance coverage with combined limits of not less the Twenty Million Dollars (\$20,000,000) per occurrence and in the aggregate, and other customary and reasonable insurance coverages or self-insurance arrangements reasonably acceptable to University. Self-insurance arrangements that meet the conditions of tax exempt, or

similar self-insurance arrangements are deemed to be reasonably acceptable to University. KentuckyOne shall promptly pay all premiums for insurance policies required under this Section 9. KentuckyOne shall provide evidence of current satisfaction of this condition to University upon request.

9.2 University shall maintain in full force and effect at all times during the Term of this Agreement professional liability insurance for University's residents, with limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and Seven Hundred Fifty Thousand Dollars (\$750,000) in the aggregate. Such professional liability insurance may be procured through University's reciprocal risk retention group.

10. PROPRIETARY AND CONFIDENTIAL INFORMATION

KentuckyOne and University Proprietary and Confidential Information and all copies and modifications thereof are the property of KentuckyOne and University respectively. Each Party acknowledges that the Proprietary and Confidential Information of each other Party constitutes valuable assets and trade secrets of the owning Party. During the term of this Agreement, and at all times thereafter, each Party agrees that, except as required by Law or order of court:

10.1 It will hold the Proprietary and Confidential Information of either of the other Parties in strict confidence with at least the same degree of care as it uses for its own Proprietary and Confidential Information.

10.2 It will not, and will instruct its employees and agents not to, directly or indirectly, voluntarily or involuntarily, use, sell, lease, assign, transfer, disclose or otherwise make available any part of the Proprietary and Confidential Information of either of the other Parties to others, except with the express written consent of the Party owning such Proprietary and Confidential Information.

10.3 It will not copy or duplicate by any means, in whole or in part, any Proprietary and Confidential Information of either of the other Parties, except with the express written consent of the Party owning such Proprietary and Confidential Information.

10.4 Except with respect to third Parties approved in advance in writing by the owner of any Proprietary and Confidential Information (which approval shall not be unreasonably withheld or delayed), each Party will limit access to each of the other Parties' Proprietary and Confidential Information to only those of its employees and agents who need access to such Proprietary and Confidential Information, and, if requested by the owner of such Proprietary and Confidential Information, will require its employees, agents and other approved third Parties to execute reasonable nondisclosure agreements.

11. MISCELLANEOUS PROVISIONS

11.1 Assignment; Change of Control. During the Term hereof no Party may sell, transfer, or assign (including by operation of Law) its interest in this Agreement to any third party without the consent of the other Parties; provided, however, this provision shall not prevent any Party from transferring its interest in this Agreement to another entity which the transferring entity wholly controls.

11.2 Entire Agreement; Amendment. This Agreement, including all Exhibits hereto which are incorporated herein by reference, contains the entire agreement between the Parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the Parties and relating to the subject matter herein are superseded hereby. None of the terms of this Agreement may be amended, unless such amendment is in writing and signed by all Parties hereto, and recites specifically that it is an amendment to the terms of this Agreement.

11.3 Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11.4 Severability. If either (a) a court of competent jurisdiction holds that a particular provision or requirement of this Agreement is in violation of any applicable Law, or (b) the Parties are definitively advised by a government agency which has jurisdiction that a feature or provision of this Agreement violates Laws or regulations over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and (i) this Agreement shall be construed and enforced as if such illegal, invalid, or otherwise unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof shall remain in full force and effect, and shall not be affected by the severed provision; (iii) the Parties shall in good faith negotiate and substitute a provision similar in terms to such severed provision as may be possible and still be legal, valid and enforceable, unless the effect of the severance and substitution would be to deprive a Party substantially of the benefits contemplated under this Agreement, in which case any Party may terminate this Agreement upon thirty (30) days' (or such greater period as is acceptable to such court or governmental agency and is necessary to provide for an orderly transition in accordance with Section 8.3 of this Agreement) written notice to the other Parties.

11.5 Governing Law. This Agreement is deemed to have been entered into in the Commonwealth of Kentucky and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the Commonwealth of Kentucky (excluding the conflict of law principles thereof).

11.6 Notices and Consents. All notices, consents, demands, requests, or other communications desired or required to be given hereunder by one Party to any other Party or Parties shall be in writing, and shall be hand delivered (including delivery by courier or overnight delivery service), mailed by U. S certified mail, return receipt requested, postage prepaid, or by facsimile transmission with confirmation of receipt acknowledged, addressed as follows:

[i] if to University:	University of Louisville Abell Administration Building 323 E. Chestnut Street
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Louisville, KY 40202
Attention: Executive Vice President for Health Affairs

[ii] if to KentuckyOne: KentuckyOne Health, Inc.
200 Abraham Flexner Way
Louisville, KY 40202
Attention: Chief Executive Officer

Each Party may designate by notice in writing a new address to which any notice, consent, demand, request or communication may thereafter be so given, served or sent. Each notice, consent, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger being deemed conclusive, but not exclusive, evidenced of such delivery having been made, even if delivery is refused by the addressee upon presentation.

11.7 Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions to execute, deliver and file or cause to be executed, delivered and filed such further documents, and to use best efforts to obtain such consents (including regulatory approvals), as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

11.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

11.9 Survival. Neither the expiration nor other termination of this Agreement shall terminate those obligations and rights of the Parties that have arisen from performance during the period in which this Agreement was in effect, or that by their express terms are intended to survive, and except as specifically limited herein, such rights, obligations and provisions shall survive the expiration or other termination of this Agreement.

11.10 Benefit of Agreement. It is the explicit intention of the Parties hereto that no person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto as a third party beneficiary or otherwise, and that the covenants, undertakings, and agreements set forth in the Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto and their respective permitted successors and assigns.

11.11 Construction. Each Party hereto hereby acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against another Party.

11.12 Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively

constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.

[Remainder of Page Blank, Signature Page Follows]

[Signature Page to Amended and Restated Academic Affiliation Agreement]

Each of the Parties has caused this Agreement to be duly executed in its name and on its behalf.

THE UNIVERSITY OF LOUISVILLE, an independent agency of the Commonwealth of Kentucky

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Acknowledgment Page to Amended and Restated Academic Affiliation Agreement]

ACKNOWLEDGMENT:

UNIVERSITY MEDICAL CENTER, INC., a Kentucky nonprofit corporation, hereby acknowledges that as of the Effective Date, the 2012 Affiliation Agreement has been amended by this Agreement and all obligations of UMC, and of KentuckyOne with regard to UMC, under the 2012 Affiliation Agreement are hereby terminated.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

COMMONWEALTH OF KENTUCKY

By: _____
William M. Landrum III
Secretary of Finance and
Administration Cabinet

By: _____
Matthew G. Bevin
Governor

EXHIBIT A
LIST OF ACADEMIC AGREEMENTS