

**AMENDED AND RESTATED MEMORANDUM
OF AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF AMENDED AND RESTATED LEASE AGREEMENT (the "Memorandum of Lease") is made and entered into as of the 13th day of November, 2012, by and among the COMMONWEALTH OF KENTUCKY for the use and benefit of the UNIVERSITY OF LOUISVILLE, acting through its Secretary of the Finance and Administration Cabinet ("Lessor"); the UNIVERSITY OF LOUISVILLE, acting by and through its Board of Trustees ("University"); and UNIVERSITY MEDICAL CENTER, INC., a Kentucky nonprofit corporation ("Lessee").

WITNESSETH:

A. The parties hereto have previously entered into that certain Lease Agreement (the "Original Lease") dated February 7, 1996, pursuant to which the Lessee leased from Lessor the real property described therein, and all buildings and improvements constructed thereon and all rights, privileges, easements and appurtenances belonging or pertaining thereto (collectively, the "Original Leased Premises"), which Original Lease was evidenced by that certain Memorandum of Lease ("Original Memorandum") dated of even date therewith and of record in Deed Book 6698, Page 344 in the Office of the Clerk of Jefferson County, Kentucky (the "Clerk's Office").

B. The parties hereto have amended and restated the Original Lease as of date hereof to, *inter alia*, amend the Original Leased Premises description and replace it with the real property described on Exhibit A, attached hereto and made a part hereof (the "Leased Premises"), and extend the term of the Original Lease (collectively, the "Amended and Restated Lease").

NOW, THEREFORE, in consideration of the foregoing premises, and the representations, warranties, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge they have entered into the Amended and Restated Lease, and hereby amend and restate the Original Memorandum as follows to reflect the amendments in the Amended and Restated Lease:

1. Incorporation. Each of the foregoing Recitals are hereby incorporated by reference.
2. Leased Premises. Lessor has leased to Lessee, and Lessee has leased from Lessor, the Leased Premises and all improvements thereon as set forth in the Amended and Restated Lease.
3. Term. The term of the Amended and Restated Lease commences as of the date hereof and ends on December 31, 2031 (the "Amended Term"); provided, however, the Amended and Restated Lease automatically renews, after the Amended Term, for up three (3) successive, fifteen (15) year terms in accordance with the terms and conditions set forth in the Amended and Restated Lease.

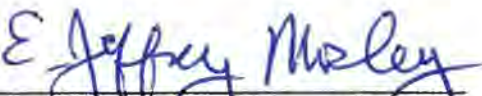
4. Amendment and Restatement. This Memorandum of Lease is executed for the purpose of giving, and does hereby give, notice of the existence of the Amended and Restated Lease and the terms thereof and does hereby amend and restate the Original Memorandum in its entirety. Reference is made to the Amended and Restated Lease for the full description of the rights and duties of Lessor and Lessee, and this Memorandum of Lease shall in no way affect the terms and conditions of the Amended and Restated Lease or the interpretation of rights and duties of Lessor and Lessee thereunder.

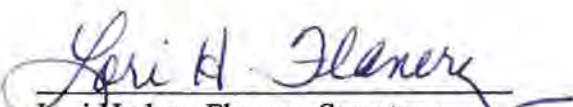
- Signature Pages Follow -

IN WITNESS WHEREOF, the parties hereto, by its authorized officer in the case of Lessee, and by its authorized officials in the case of Lessor and University, have duly executed this Memorandum of Lease as of the date first above written.

Approved as to form and legality:

COMMONWEALTH OF KENTUCKY


E. Jeffrey Mosley, General Counsel
Cabinet for Finance and Administration


Lori Hudson Flanery, Secretary
Cabinet for Finance and Administration

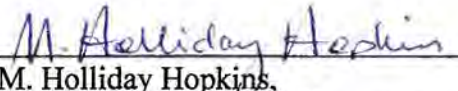
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on the 13th day of November, 2012, by Lori Hudson Flanery, as Secretary of the Cabinet for Finance and Administration of the COMMONWEALTH OF KENTUCKY, a body politic, on behalf of such body politic.

My commission expires: April 28, 2014


NOTARY PUBLIC

Approved as to form and legality:


M. Holliday Hopkins,
General Counsel to the Governor

Approved:


Steven L. Beshear, Governor

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on the 13th day of November, 2012, by Steven L. Beshear, as Governor of the COMMONWEALTH OF KENTUCKY, a body politic, on behalf of such body politic.


My commission expires: 6-30-13


NOTARY PUBLIC

Approved as to form and legality:

UNIVERSITY OF LOUISVILLE


Assoc. University Counsel


David L. Dunn M.D., Ph.D.,
Executive Vice President for Health Affairs

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on the 12th day of November, 2012, by David L. Dunn M.D., Ph.D., as Executive Vice President for Health Affairs of the UNIVERSITY OF LOUISVILLE, a Kentucky nonprofit corporation, on behalf of the nonprofit corporation.

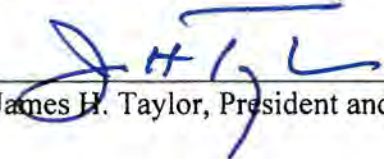
My commission expires:

March 30, 2015



NOTARY PUBLIC

UNIVERSITY MEDICAL CENTER, INC.,
a Kentucky nonprofit corporation


James H. Taylor, President and CEO

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on the 12th day of November, 2012, by James H. Taylor, as President and Chief Executive Officer of UNIVERSITY MEDICAL CENTER, INC., a Kentucky nonprofit corporation, on behalf of such corporation.

My commission expires: March 30, 2015


NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:


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