

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of August, 1981 by and between the University of Louisville, an agency of the Commonwealth of Kentucky (hereinafter "U of L"), and NKC, Inc., a Kentucky nonstock, nonprofit corporation (hereinafter "NKC").

WITNESSETH:

WHEREAS, NKC intends to construct a new pediatric facility to be part of Kosair-Children's Hospital, and located on the part of the old University Hospital (General Hospital) site, north of Chestnut Street in Louisville, Kentucky, which property is owned by U of L; and

WHEREAS, it will be to the mutual interests and benefit of the parties hereto, in the conduct of their respective programs, that said new pediatric facility be constructed on said property where it will provide pediatric care, service and education benefitting the U of L Medical School and the citizens of the Commonwealth of Kentucky; and

WHEREAS, NKC wishes to enter into a long term lease of said property from U of L.

NOW THEREFORE, for the consideration of the mutual covenants hereinafter contained, it is hereby agreed:

1. NKC will continue the practice of inviting a representative of the U of L School of Medicine staff to its Board of Directors and Executive Committee meetings, to assure full and open communication between them. In addition, upon the execution of the Lease as provided in Paragraph 4 hereof, NKC will also invite one member of the U of L Board of Trustees to regularly attend these meetings. The selection of this U of L board member shall be from a list of three U of L trustees selected by the U of L Board. The Board of Directors of NKC will then select one of these U of L trustees to attend NKC Board of Directors and Executive Committee meetings.

2. Upon the execution of the Lease as provided in Paragraph 4 hereof, and the construction by NKC of parking facilities as part of the pediatric facilities to be constructed on the leased property, NKC will provide U of L with two hundred (200) parking spaces in said parking facility which may be assigned by U of L at its discretion. U of L or the users of the parking spaces will pay to NKC a monthly charge to be determined by NKC, which will not exceed the lowest fee charged by NKC to other monthly parkers, which charge shall be related to the building cost and operating expense of the parking facility.

3. NKC agrees that the certain Affiliation Agreement between U of L and Children's Hospital dated December 12, 1962, shall be reviewed and updated by the appropriate

officers of the parties hereto, and a new revised Agreement executed by NKC and U of L. This Agreement covers the long-standing relationship between Children's Hospital (now Kosair-Children's Hospital Division of NKC) and U of L, particularly the Department of Pediatrics of U of L's Medical School.

4. U of L will recommend and seek to obtain the approval and authorization by the Kentucky Department of Finance to the execution by the Commonwealth of Kentucky of a Lease in form substantially as attached hereto, as a part hereof, subject however, to any changes thereto agreed upon by counsel for the parties. Upon receiving such approval and authorization, and the execution of said lease by the parties thereto, NKC will make a grant to the University of Louisville Foundation, Inc. in an amount equal to one hundred percent (100%) of the appraised value of the land subject to said long term lease, as described therein, to be used only for pediatric health care, pediatric education or pediatric research in the Louisville Medical Center. The appraised value of the aforesaid property has been determined by three qualified appraisers, one chosen by U of L, one chosen by NKC, and the third chosen by the other two appraisers, which third appraiser was acceptable to U of L and NKC. The three appraisals so received were added together and averaged, and said grant to be made by NKC to the

University of Louisville Foundation, Inc. has been so computed to be in the amount of FIVE HUNDRED NINETY TWO THOUSAND FORTY-ONE DOLLARS and SIXTY-SEVEN CENTS (\$592,041.67).

WITNESS the signatures of the parties hereto by their duly authorized officers, on the day and year first hereinabove written.

UNIVERSITY OF LOUISVILLE

By: Ronald C. Swain

Title: President

NKC, INC.

By: Wade Mountz

Title: Pres.
President