



KentuckyOne Health

September 10, 2013

David L. Dunn, M.D., Ph.D.
Executive Vice President for Health Affairs
University of Louisville
Abell Administration Center
323 East Chestnut Street
Louisville, KY 40202-1823

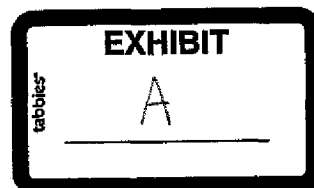
RE: Academic Affiliation Agreement, dated November 13, 2012 ("**Affiliation Agreement**") by and among the Commonwealth of Kentucky, University of Louisville ("**University**"), University Medical Center, Inc. ("**UMC**") and KentuckyOne Health, Inc. ("**KentuckyOne**")

Dear David:

Please allow this letter to serve as our agreement to amend Section 5.5(e) of the Academic Affiliation Agreement. As we discussed, we continue to believe we all need to work together to accomplish the goal of providing the best quality care we can for the children of the Commonwealth of Kentucky. Hopefully, this can be resolved in the very near future and we can move on to accomplishing this goal of quality care to all.

As discussed, the following reflects our agreement to amend Section 5.5(e) as follows:

(e) Any Academic Support Agreement (including, without limitation, an Academic Support Agreement with a party other than UMC or KentuckyOne (or one of its subsidiaries)), which comes up for renewal during the Term, or any new such Academic Support Agreement entered into during the Term, will be first offered by University, School of Medicine, or the School of Medicine clinical faculty or clinical practice plan, as applicable, to KentuckyOne to enter into such an agreement. University shall inform KentuckyOne at least ninety (90) days prior to the renewal of any such Academic Support Agreement or the entry into a new Academic Support Agreement. Subject to the dispute resolution process in Section 18 any new KentuckyOne Academic Support Agreements must provide comparable total economic value to University and not jeopardize the objective ACGME and LCME accreditation requirements. ~~The right of first refusal described in this Section 5.5(e) does not apply to the renewal of the Pediatric Academic Affiliation Agreement between University and Norton Healthcare that is anticipated to be signed between the signing date of this Agreement and the Integration Date, but the right of first refusal~~



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~~will apply to the renewal of that Pediatric Academic Affiliation Agreement at the end of its first term. University represents that the Pediatric Academic Affiliation Agreement has a term of five years with an automatic renewal with each subsequent term terminable on two years' notice without cause.~~ The foregoing shall not apply to any Master Affiliation Agreement for Kosair Children's Hospital.

KentuckyOne values the affiliation it has had with the University since 1943 and looks forward to working with you in the future to improve healthcare for Kentuckians throughout the Commonwealth.

KentuckyOne Health, Inc.

By:

Ruth W. Smalley

Title: President & CEO

Agreed and Accepted:

University of Louisville.

By:

David L. Dunn

Title:

EVP/HA