

# **EXHIBIT 1**



STEVEN L. BESHEAR  
GOVERNOR  
COMMONWEALTH OF KENTUCKY  
700 CAPITOL AVENUE, SUITE 100  
FRANKFORT, KY 40601

JACK CONWAY  
ATTORNEY GENERAL  
COMMONWEALTH OF KENTUCKY  
700 CAPITOL AVENUE, SUITE 118  
FRANKFORT, KY 40601

February 3, 2014

Dr. David Dunn  
Executive Vice President for Health Affairs  
University of Louisville  
Abell Administration Center  
323 East Chestnut Street  
Louisville, KY 40292

Mr. Stephen A. Williams  
President and CEO  
Norton Healthcare, Inc.  
Post Office Box 35070  
Louisville, KY 40232

Dear Dr. Dunn and Mr. Williams:

We have read with great disappointment and dismay of the deterioration of negotiations between the University of Louisville (UofL) and Norton Healthcare regarding your longstanding partnership at the Kosair Children's Hospital. Through this arrangement, Norton and UofL have successfully collaborated for half a century to provide outstanding quality care to Kentucky's children. This critical mission has been lost in all the legal wrangling and maneuvering between the parties.

Each of you has requested meetings with our offices to offer your view as to why the negotiations broke down, leading the parties to return to the courtroom. Media accounts make clear that each of you believes the other is at fault. We are not interested in listening to either of you engage in posturing and finger-pointing.

We understand that the court has been requested to appoint a third-party mediator to facilitate discussions between the parties toward a new academic affiliation agreement. We strongly believe that such an effort should be pursued. Over the last several months, each of you has separately indicated to us that you were on the verge of reaching a new, long-term agreement that would ensure both excellent care for sick children and stellar training for pediatric physicians for years to come. While the path has been tortured, you both were confident that real progress had been made and a new agreement was within reach. Given that posture, it seems a waste to delve into costly and protracted litigation without first attempting to resolve your remaining differences with the assistance of a neutral third party.

DR. DAVID DUNN  
MR. STEPHEN WILLIAMS  
February 3, 2014  
Page 2

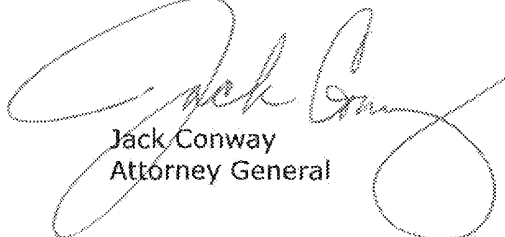
Both of you have indicated that there may be some amendments needed to the existing land lease as part of an overall agreement. Once the parties have reached an agreement on the business terms of the deal, then and *only* then will the Commonwealth be willing to entertain your suggestions for reasonable amendments to the lease.

We remain hopeful that this longstanding partnership will stay on course. Each of you is a high-quality provider and brings valuable resources to the table. For over 50 years, you have worked together successfully to make Kosair Children's Hospital a jewel in pediatric care, while insuring the UofL Medical School remains a leader in pediatric training. For the sake of Kentucky's most vulnerable young children and for our future pediatric caregivers, it is imperative that you forge a cooperative path.

Sincerely,



Steven L. Beshear  
Governor



Jack Conway  
Attorney General

# **EXHIBIT 2**



COMMONWEALTH OF KENTUCKY

OFFICE OF THE ATTORNEY GENERAL

JACK CONWAY  
ATTORNEY GENERAL  
August 22, 2014

CAPITOL BUILDING, SUITE 118  
700 CAPITAL AVENUE  
FRANKFORT, KENTUCKY 40601  
(502) 696-5300  
FAX: (502) 564-2894

BY EMAIL & U.S. MAIL

Honorable Thomas D. Wingate  
Franklin County Circuit Judge  
Franklin County Courthouse  
222 St. Clair Street  
Frankfort, Kentucky 40601

RE: *Norton Healthcare, Inc. v. University of Louisville*  
Case No. 13-CI-1060

Dear Judge Wingate:

In light of the letters submitted and proposed orders tendered to you this week by counsel for Norton and counsel for UofL, we feel it is necessary to set forth our own understanding of the Court's rulings on Monday, August 18, 2014, as well as our position on the case schedule going forward.

First, we understand that the Court granted the Cabinet's motion to intervene in the lawsuit. In light of the Cabinet's status as a party defendant, we would ask that any order setting forth the agreed briefing schedule on Norton's motion to enforce settlement reflect that the Cabinet may file any response to Norton's motion on the same schedule as UofL.

Second, it was not our understanding that the Court would defer ruling on the Cabinet's Motion to Appoint Special Master Commissioner. Instead, it was our understanding that all parties agreed to the appointment of a special master. Further, it was our understanding that the parties would meet and confer regarding the identity of the special master and the proper scope of his or her review. The Cabinet does not wish to delay its motion until after the Court's resolution of Norton's motion to enforce settlement agreement *and* Norton's motion to dismiss UofL's Counterclaim. In light of the high legal standard a party must meet to prove that a binding oral settlement of this complexity was achieved, the Cabinet feels strongly that deferring the work of a special master commissioner until after November 3, 2014, would needlessly delay the start of



work that is intended to expedite this litigation. *See, e.g., Central Bank v. Gill*, 2013 WL 5436257, at \*4-5 (Ky. Sept. 26, 2013). Therefore, the Cabinet proposes that the parties meet and confer regarding the special master's identity and review scope within ~~twenty-one (21) days. Thereafter, the parties may tender an agreed order to the Court or, if necessary, notice the matter for further hearing.~~ If Norton wishes to hold the matter in abeyance until the Court has ruled on the pending motion to dismiss and anticipated motion to enforce settlement, it may file a proper motion at that time, and all parties may brief the issue.

Consistent with our understanding of the Court's rulings, we attach a proposed order.

Thank you for your time and consideration.

Respectfully submitted,



Laura Crittenden

Enclosure

cc w/enc.: David J. Bradford, Esq.  
Bradley M. Yusim, Esq.  
David Tachau, Esq.  
Dustin Meek, Esq.  
Phillip Collier, Esq.  
Marjorie A. Farris, Esq.  
Sean Riley, Esq.  
Robyn Bender, Esq.  
Joseph A. Newberg, II, Esq.

COMMONWEALTH OF KENTUCKY  
FRANKLIN CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 13-CI-1060

---

NORTON HEALTHCARE, INC.

PLAINTIFF

vs.

UNIVERSITY OF LOUISVILLE

DEFENDANT

and

COMMONWEALTH OF KENTUCKY, FINANCE  
AND ADMINISTRATION CABINET

INTERVENING DEFENDANT

**ORDER**

Consistent with the Court's statements from the bench on Monday, August 18, 2014, IT IS HEREBY ORDERED that the unopposed Motion to Intervene filed by the Commonwealth of Kentucky, Finance and Administration Cabinet, is GRANTED. The Cabinet is hereby permitted to intervene as a party defendant in this action. The Clerk of the Franklin Circuit Court is instructed to file the Answer tendered with the Cabinet's motion as of the date of entry of this Order.

IT IS FURTHER ORDERED that Norton will file its motion to enforce settlement agreement on or before October 6, 2014. Defendants may file any response on or before October 20, 2014. Norton may reply on or before October 27, 2014. The Court schedules an evidentiary hearing on the matter for Monday, November 3, 2014, at 10:00 a.m.

Entered this \_\_\_\_ day of August, 2014.

---

JUDGE, FRANKLIN CIRCUIT COURT

---

**Tendered by:**

  
Sean Riley

Robyn Bender  
Laura S. Crittenden  
Joseph A. Newberg, II  
Office of the Attorney General  
700 Capitol Avenue, Suite 118  
Frankfort, KY 40601  
(502) 696-5300

**Distribution to:**

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Robyn Bender  
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David Tachau  
Dustin Meek  
TACHAU MEEK PLC  
3600 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
(502) 238-9900

Philip W. Collier  
Marjorie A. Farris  
Cassandra J. Wiemken  
STITES & HARBISON, PLLC  
400 West Market Street, Suite 1800  
Louisville, Kentucky 40202  
(502) 587-3400

# **EXHIBIT 3**

	Date	Time	Description	Sender	Recipient	Basis of Claim
1.	1/14/14	12:01 p.m.	Email	Jenni Elliott	Hollie Hopkins	Deliberative Process Privilege/Work Product Privilege/Common Interest Privilege
2.	1/15/14	7:21 a.m.	Email	Jenni Elliott	Hollie Hopkins	Deliberative Process Privilege/Work Product Privilege/Common Interest Privilege
	1/15/14	9:16 a.m.	Email	Jenni Elliott	Hollie Hopkins	
	1/15/14	9:57 a.m.	Email	Hollie Hopkins	Jenni Elliott	
3.	1/31/14	3:37 p.m.	Email	Sean Riley	Jenni Elliott	Deliberative Process Privilege/Work Product Privilege/Common Interest Privilege
	1/31/14	3:38 p.m.	Email	Sean Riley	Dana Mayton	
	1/31/14	3:52 p.m.	Email	Dana Mayton	Sean Riley	
4.	2/3/14	2:23 p.m.	Email	Sean Riley	Dana Mayton	Deliberative Process Privilege/Work Product Privilege/Common Interest Privilege
	2/3/14	2:25 p.m.	Email	Dana Mayton	Sean Riley	
	2/3/14	2:33 p.m.	Email	Sean Riley	Dana Mayton	
	2/3/14	2:34 p.m.	Email	Dana Mayton	Sean Riley	

# **EXHIBIT 4**

**Riley, Sean (KYOAG)**

---

**From:** Elliott, Jennifer Landrum <jenni.elliott@louisville.edu>  
**Sent:** Monday, December 16, 2013 4:10 PM  
**To:** Riley, Sean (KYOAG)  
**Subject:** Fwd: UofL  
**Attachments:** LOUISVILLE-#956248-vrtf-UofL\_KCH\_RENEWAL\_INFORMATION.pdf; ATT00001.htm

See below and attached

Begin forwarded message:

**From:** "Davis, Gregory" <GDAVIS@stites.com>  
**Date:** December 16, 2013, 12:33:19 PM EST  
**To:** "Collier, Philip" <PCOLLIER@stites.com>, David Lewis Dunn <david.dunn@louisville.edu>, Jennifer Landrum Elliott Esq. <jenni.elliott@louisville.edu>, "jerry.johnson@louisville.edu" <jerry.johnson@louisville.edu>  
**Subject:** Fwd: UofL

FYI

Sent from my iPhone (please excuse any typos)

Gregory L. Davis, Member  
Stites & Harbison PLLC  
400 W. Market St., Suite 1800  
Louisville, KY 40202  
Direct: (502) 681-0474, Cell: (502) 599-8038  
Fax: (502) 779-8276, [gdavis@stites.com](mailto:gdavis@stites.com) <<mailto:gdavis@stites.com>>

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Begin forwarded message:

**From:** "Davis, Gregory" <GDAVIS@stites.com<<mailto:GDAVIS@stites.com>>>  
**To:** "kcollins@jenner.com<<mailto:kcollins@jenner.com>>" <[kcollins@jenner.com](mailto:kcollins@jenner.com)<<mailto:kcollins@jenner.com>>>  
**Subject:** UofL

Kevin,

Here are the changes I discussed in my voicemail. We see these as clarifications. If you see them as other than clarifications, please let me know and we can discuss. Obviously, agreement on these points are subject to the parties reaching an agreement on the other open issues. Your voicemail mentioned not meeting this afternoon if we had not signed off on these changes. I assume that is not an issue.

However, lawyer to lawyer, given the good faith discussions of last week, having that conversation with my client doesn't have a positive effect on the process of getting to closing. I would hope we could get our clients to tone down the rhetoric and focus on ways they can reach a mutually beneficial agreement.

Greg

Sent from my iPhone (please excuse any typos)

Gregory L. Davis, Member  
Stites & Harbison PLLC  
400 W. Market St., Suite 1800  
Louisville, KY 40202  
Direct: (502) 681-0474, Cell: (502) 599-8038  
Fax: (502) 779-8276,  
[gdavis@stites.com](mailto:gdavis@stites.com)<<mailto:gdavis@stites.com>><<mailto:gdavis@stites.com>>

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Begin forwarded message:

From: "Moody, Mary"  
<[mmoody@stites.com](mailto:mmoody@stites.com)<<mailto:mmoody@stites.com>><<mailto:mmoody@stites.com>>>  
To: "Davis, Gregory"  
<[GDAVIS@stites.com](mailto:GDAVIS@stites.com)<<mailto:GDAVIS@stites.com>><<mailto:GDAVIS@stites.com>>>  
Subject: Doc 956248

Attached.

Mary E. Moody  
Legal Assistant to Gregory L. Davis, James R. Williamson and Ben Sanders  
Direct: 502-779-5818  
[mmoody@stites.com](mailto:mmoody@stites.com)<<mailto:mmoody@stites.com>><<mailto:mmoody@stites.com>><<mailto:mmoody@stites.com>>  
STITES&HARBISON PLLC  
400 West Market Street, Suite 1800, Louisville, KY 40202-3352  
About Stites & Harbison<<http://www.stites.com>>

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## Riley, Sean (KYOAG)

---

**From:** Jenni Elliott <jenniferlandrumelliott@gmail.com>  
**Sent:** Thursday, December 19, 2013 12:08 PM  
**To:** Riley, Sean (KYOAG)  
**Subject:** Fwd: UofL/KCH

FYI

Begin forwarded message:

**From:** "Davis, Gregory" <GDAVIS@stites.com>  
**Date:** December 19, 2013, 11:32:03 AM EST  
**To:** "kcollins@jenner.com" <kcollins@jenner.com>  
**Cc:** "dbradford@jenner.com" <dbradford@jenner.com>, "Collier, Philip" <PCOLLIER@stites.com>, "jenni.elliott@louisville.edu" <jenni.elliott@louisville.edu>  
**Subject:** UofL/KCH

Kevin,

Thanks for the comments to Section 25. We are reviewing them and will get back to you.

Norton has indicated that it wants to eliminate the threat of termination of the ground lease from future negotiations of funding and avoiding a long-term funding commitment that may not be financially viable as healthcare evolves in the future. However, as we have discussed, the University needs protections around reasonable funding to carry out the teaching and education mission of KCH and the School of Medicine. We propose to address these two issues by (i) eliminating the failure of parties to agree on revised financial commitments from the University's ability to terminate the AAA for cause, and (ii) creating a funding mechanism that accounts for changes in the cost of living, but provides Norton with a mechanism for reducing funding in the future if healthcare changes or the automatic increases are not justifiable. In concept, we propose:

- Minimum Funding Commitments in renewal periods are adjusted as follows:
  - The Minimum Funding Commitment at the start of each renewal term is agreed to by the parties on or before start of such renewal term. If parties cannot agree, the issue is submitted to binding arbitration by independent third party (healthcare consulting firm selected by the parties/consultant appointed by Governor/etc.).
  - During each renewal term, there is a CPI adjustment every 5 years, subject to Norton's right to reduce for economic reasons.
- The provision that precludes University from claiming a breach under the Ground Lease because of a termination of the AAA is simplified to include only: (i) Norton terminating for cause or (ii) University non-renewal.

Let me know if you would like to discuss.

Greg

**Gregory L. Davis, Esq.**

*Member*

*Direct: 502-681-0474*

*Fax: 502-779-8276*

*[gdavis@stites.com](mailto:gdavis@stites.com)*

**STITES & HARBISON PLLC**

400 West Market Street, Suite 1800, Louisville, KY 40202-3352

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# **EXHIBIT 5**

**Riley, Sean (KYOAG)**

---

**From:** Elliott, Jennifer Landrum <jenni.elliott@louisville.edu>  
**Sent:** Wednesday, January 22, 2014 6:32 AM  
**To:** Hopkins, Hollie (Gov Office); Riley, Sean (KYOAG)  
**Subject:** Press release  
**Attachments:** UofL Statement (1 21 14) - Final Draft.doc; ATT00001.txt

Sean and Hollie,

Just wanted to give you a heads up on this press release we will be sending to the media this morning. Let me know if you have any comments or questions. Thanks.

### **Statement from the University of Louisville**

Last Friday, we made major strides toward a new agreement for the future operation of Kosair Children's Hospital and had scheduled a face-to-face meeting with Norton on Tuesday morning to discuss the final details. This progress led us to believe that an agreement was imminent which is why we were shocked to learn again, for the second time in a week, that Norton was walking away from the negotiating table with the University of Louisville.

UofL remains committed to forging a long-term agreement with Norton for providing care at Kosair Children's Hospital. We are extremely disappointed with the Norton officials as our sole purpose throughout this long negotiation process has been continuing to provide the best possible care to children today and into the future.

While nearly all of the primary business issues have been agreed to by both parties, Norton continues to press UofL for amendments to the taxpayer owned state land lease for Kosair Children's Hospital—absent input from the Commonwealth of Kentucky—that could put our Pediatric Department in extreme jeopardy. This is and will remain unacceptable to UofL.

The consequences of Norton's actions run far deeper than pediatrics, threatening the very existence of all of UofL's educational and training programs at the Health Sciences Center.

Unfortunately, Norton's actions have forced us to proceed with the legal process. This will include a counterclaim that formalizes Norton's breach of contract with UofL. It is our fervent hope that Norton will re-engage in discussions so we can stay out of the courtroom and get back to the negotiating table for the benefit of the children in our community.

For nearly 30 years, the City of Louisville has had a tradition when it comes to providing excellent care to children in a centrally-located, downtown facility. Walking away from these talks leaves us to wonder if Norton is attempting to move the safety-net services provided to the community's poorest, sickest children away from Kosair Children's Hospital to a far less convenient, but more profitable area.

It has become apparent during the negotiation process that Norton Healthcare wants to monopolize children's hospitals and pediatric care throughout the state with the sole intent of increasing profits. And, it is our opinion that they are doing so at the expense of providing care to the children of Kentucky. If they continue down this path it would starve the UofL School of Medicine and jeopardize the training of future physicians our Commonwealth so desperately needs.

###

# **EXHIBIT 6**

Message

**From:** Williams, Steve [Steve.Williams@nortonhealthcare.org]  
**Sent:** 12/12/2013 10:53:14 AM  
**To:** Dunn, David Lewis [david.dunn@louisville.edu]  
**Subject:** Pediatric AAA

David,  
Thanks for your email of yesterday afternoon.

I, too, have been briefed on the discussions of our respective staff and counsel this week. Indeed, we spent a couple of hours yesterday afternoon reviewing all the latest discussions and materials to get an update on the status of negotiations.

I was encouraged to hear that the attorneys believe we may be near an agreement on the KCH land lease issue as a result of Monday's conference calls and subsequent work. We look forward to seeing the documentation of same, and hopefully conclude that important prerequisite. As you know, we could not agree to your annual financial request for releasing the Pavilion land lease to facilitate third party development of the Medical Office Building for UofL's pediatric specialists, so we thought it best to simply take that issue off the table rather than further belabor the matter.

Thank you for accepting our request that our respective staff/counsel meet to clarify a number of your redline markups of the draft AAA. Our folks felt that it was a constructive interaction, but of course, we need to get agreement on revised language on a number of issues to assure those items can be "closed." As you know, there has been considerable "confusion" about what was agreed to by each party in our prior discussions in Cincinnati and in our meeting in my office on Nov. 4.

While it seems some progress is being made, there remain multiple key areas in which there has not been agreement. While I assure you, we are highly desirous of bringing these negotiations to a successful conclusion as soon as possible, I am also trying to be realistic about managing expectations regarding the amount of work needed to get there.

As we go forward, to avoid repeatedly revisiting issues as has been the case over the last few weeks, we need to assure each issue is agreed to by each party with specific contract language and do so in an orderly and thorough manner. Conversely, I think it is unrealistic to think you and I can just meet and conclude these multiple complex issues in a session or two. (We tried that in meetings in Cincinnati and in my office, only to find later that there was significant disagreement over what had been agreed to.)

Thus, I would suggest we try to achieve by end of day Friday, Dec 13: (1) documentation of an agreed to KCH land lease "solution;" (2) we re-convene on Friday afternoon the folks who met today (Azar, Hester, Powell, Elliott, Davis, Johnson) and have them achieve a documented finalization of your mark-ups discussed yesterday, and with that work product, along with the final "issues list" and our responses, should be able to enumerate the key terms for which there is no agreement, and will require further negotiations; and (3) you and I discuss the process by which we try to bring to closure to those remaining issues. My initial thoughts are that we utilize Mr. Kevin Collins of Jenner/Block and Mr. Greg Davis of Stites to drive these issues to conclusion by working together and with their respective clients, and getting contract language tied down and agreed to, per issue. As the process comes to a close, I am certainly willing to meet with you to finalize any remaining issues that Kevin and Greg cannot resolve.

As to the tolling agreement, I understand it can be extended easily upon agreement by the two parties. While you clearly can do whatever you feel you must do, it would be unfortunate to stop our negotiations and to escalate the adversarial judicial process when progress is being made in the negotiations and it appears this entire matter could be concluded in a relatively short period of time.

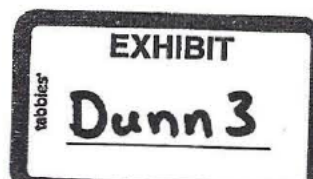
I would be glad to discuss all this by phone and will be available today until about 2 PM when I go into a governance meeting.

Thanks,

Steve

**From:** Dunn, David Lewis [mailto:david.dunn@louisville.edu]  
**Sent:** Wednesday, December 11, 2013 3:33 PM  
**To:** Williams, Steve  
**Subject:** Tolling...  
**Importance:** High

CONFIDENTIAL



ULNORT00000664

Steve:

I've been briefed on the meeting that occurred on Monday regarding the land lease issues and the one this morning between our teams. My understanding is that consensus was nearly if not completely reached on the land lease, although we have yet to get an opinion from the Commonwealth. And, I was very pleased to hear how receptive and helpful Steve Hester was in getting things back on track regarding the issues of concern to the UofL. However, what was related to me is that Robert Azar does not believe we can quickly resolve the latter issues in a timely fashion. Although I don't pretend to understand the dynamics, or point fingers, I did want to let you know that the tolling agreement expires at 12 M tonight. If you would care to meet on Friday so we can resolve the numerous outstanding issues, I'm happy to do so, but if not we will be obligated to file the amended complaint and counterclaim on Monday.

Best, David

David L. Dunn, M.D., Ph.D.  
Executive Vice President for Health Affairs  
Professor of Surgery, Microbiology and Immunology  
University of Louisville

---

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# **EXHIBIT 7**

Message

**From:** Williams, Steve [/O=ALLIANT HEALTH SYSTEM/OU=ALLIANT/CN=RECIPIENTS/CN=AH5N0202]  
**Sent:** 1/17/2014 1:37:46 AM  
**To:** Hampton, Maria G [maria.g.hampton@stis.frb.org]; rguillaume@bbandt.com; Martha Heyburn [mkheyburn@gmail.com]; Greg Mayes [gmeyes@middletonlaw.com] [gmeyes@middletonlaw.com]; Hank Robinson [Donald.Robinson@kindredhealthcare.com]; Hunt Rounsavall [huntr.drp@gmail.com]; Jay Paradis [japaradis@gmail.com]  
**Subject:** Update, Decisions Needed, and Considerations: Friday, 1/17/14 PRIVILEGED AND CONFIDENTIAL  
**Attachments:** Considerations.docx; DRAFT MEDIA STATEMENT TO BE ISSUED ON BEHALF OF STEVE WILLIAMS IF MEDIA INQUIRY RECEIVED.docx; SAW RC Communication Draft re KCH UL 1 16 2014 353.pdf; 01-15-14 David Dunn Ltr from Williams.pdf  
**Importance:** High

**Executive Committee:**

Please find below and on attachments, by way of background and context, the events of the last few weeks leading up to today and the decisions we need to make on Friday, Jan 17 at our Exec Committee meeting at 10:15 AM.

**Attachments:**

- Letter to David Dunn of Jan 15 indicating we are discontinuing negotiations but still committed to UL
- Considerations in determining how to respond to his requests of Jan 16
- Draft statements to employees/physicians and to media. (Would be used for other audiences as applicable)
  - (We also have very brief talking points prepared, to use by management, in briefings for elected officials, etc)

**Friday, 12/20/13 5 PM:**

DD phoned SAW, inquiring "now that AG's office has told us we can't talk about land lease, how do you want to proceed?"

I replied that AG's office had not said that to us, only that Sean Riley (Assoc AG) had reported UL sent copies of confidential communications between NHC and UL attorneys and asked AG's help in advancing contract talks.

Privilege

**Privileged**

Privileged

I also told DD that we were very disappointed that DD had asked UL board chair Dr. Huges to contact our board chair Hampton, and had had inappropriate conversations with AG's office and provided confidential communications. He replied candidly that he was trying to leverage us back to the negotiating table.

I ended the conversation by saying when all our folks got back over the holidays, I would consult with legal team and governance and get back to them with what we would be willing to do. Acknowledged that tolling agreement extension ended Jan 15. UL has until Monday, Jan 20 to file response.

**Monday-Wed 1/6-8/14**

CONFIDENTIAL



NORTUL00000523

# Privileged

**Friday, 1/10/14**

Received email from DD:

From: Dunn, David Lewis [mailto:david.dunn@louisville.edu]  
Sent: Friday, January 10, 2014 9:40 AM  
To: Williams, Steve  
Subject: Meeting times...  
Importance: High

Dear Steve:

I very much hope that you and your family had a restful holiday season and New Year. We drove to Birmingham on the 26th to visit family and relatives and came back right before the New Year.

I had hoped to hear from you regarding setting up a time to meet so that we can resolve and finalize the outstanding business issues and then proceed with a discussion involving the Commonwealth concerning the land lease. The UofL very much wants to finalize a strong and long lasting relationship with Norton and get these issues behind us.

On that basis, I'm available to host a meeting here in the Abell building on the following dates and times:

Monday, 1/13	11:00 am – 5:00 pm
Tuesday, 1/14	8:00 am – 5:00 pm
Wednesday, 1/15	8:00 am – 5:00 pm

As I am sure you must be acutely aware, the two of us meeting has become very time sensitive in light of the expiration of the tolling agreement on the 15th so I very much look forward to hearing from you at your earliest convenience. I'm sure neither of us wants to deal with time consuming and expensive litigation, knowing full well that if we sat down and worked through the issues we could resolve matters in short order.

Best, David

**Sunday, 1/12/14**

SAW Replied to DD:

From: Williams, Steve  
Sent: Sunday, January 12, 2014 8:33 AM  
To: David Lewis Dunn  
Subject: Thanks for your email

David,

Thank you for your email of Friday, Jan. 10.

As you know, we clearly acknowledged months ago that we understood that our financial support of UofL pediatrics was your priority issue and we specifically communicated that satisfactory resolution of our ground lease concerns was our priority issue. We agreed that we would proceed with negotiations of the revised Academic Affiliation Agreement with the understanding that we would resolve your financial support issues and then we would come to an agreement among ourselves as to a mutually acceptable resolution of Norton's concerns regarding the ground lease and once that was accomplished we would jointly present the mutually acceptable resolution to the state for discussion and approval. Negotiations proceeded in this context. Our respective attorneys have spent considerable time in discussions and negotiations regarding the ground lease matters. We thought, at one point, there was agreement and were told you had only "minor edits," to a document that we provided. Unfortunately, your edits turned out to be very substantial and apparently have taken us back to square one.

Subsequently, Mr. Bradford received a call from Mr. Riley from the Attorney General's office reminding him that the state would need to approve and be the signatory on any ground lease amendment, which of course, we had acknowledged from the outset and even more directly when UofL suggested that Norton's the ground lease concerns could be solely addressed through the proposed revised Academic Affiliation Agreement without the involvement of the Commonwealth. During Mr. Bradford's call with Mr. Riley, we were informed by Mr. Riley that you or your counsel had provided the Attorney General's office with confidential settlement communications between our respective organizations. As I have previously discussed with you, this was very disturbing to both our organization and our outside counsel.

As to our ongoing negotiations and discussions regarding a revised Academic Affiliation Agreement, there certainly are still significant issues outstanding which have been discussed and re-discussed many times over the last three years, and moreover, many times since our Cincinnati negotiations. Thus, it would appear questionable, at best, that these matters could be resolved in "short order" as you suggest.

We are reviewing this entire matter with our legal advisors and our governance leadership. I know Mr. Collins and Mr. Davis have spoken this last week and will likely speak again over the next few days. We will get back to you.

Thank You.

Steve

**Monday, 1/13/14**

Received email from DD

From: Dunn, David Lewis [mailto:david.dunn@louisville.edu]  
Sent: Monday, January 13, 2014 7:48 PM  
To: Williams, Steve  
Subject: Meeting...

Steve:

I remain optimistic that we can resolve the open issues if we can meet in person - which we have done only once since our retreat in Covington at the end of October. I have offered to meet in person with you a number of times since then. I am prepared to make arrangements for in an person session this week, and would also be happy if you desire to schedule discussions in a retreat format like we did before. I previously provided you with dates and times I am available this week.

We can agree to disagree about the amount of time it may take us to get this important task done. Regardless, we inevitably will not make any progress if the two of us and our respective organizations do not sit down, face to face, and discuss our various positions.

I also take it from your email, and based on prior discussions, that you would like to extend the tolling agreement. I am assuming that Mr. Bradford will be sending a draft amendment to the tolling agreement to Mr. Collier within the next day or two. Please let me know if I am mistaken.

I have not made any effort to here to debate the rest of your e-mail, with which I respectfully disagree. Let's meet and reach an agreement.

David

**Tuesday/Wednesday 1/16-17/14**

# Privilege

**Wednesday, 1/15/14 4 PM.**

SAW Phoned DD: Told him we would not agree to extending tolling agreement, since they had suspended any negotiations regarding land lease and it was central to our willingness to negotiation affiliation agreement. He replied "OK." I then asked for meeting on Thursday AM to discuss status of negotiations. He initially resisted, asked for Friday, but upon my insistence, he agreed to meet at 8 AM in Prospect.

Sent emails to AG Conway and Gov Beshear that we had decided not to extend tolling agreement, to proceed with request for judicial interpretation of land lease, to get clarity for both parties, and we had requested meeting with UL regarding negotiations

**Thursday, 1/16/14 8 AM**

SAW and Mike Gough met with DD. Delivered letter to DD, went over key message points from letter. Relayed the positive meeting in Frankfort Wed night of UL and UK pediatric cardiovascular surgeons, et al, regarding developing joint program based at KCH, with UL faculty taking lead: good for UL, UK, KCH, and KY.

His first reaction to our discontinuing negotiations: "You obviously can't afford to pay us more money." Mike Gough corrected that, and then handed him contracts mentioned in letter that amounted to \$6.6 M in additional support funds if he would execute the contracts.

Meeting was civil. In spite of our assurances about not changing our relationship with UL and would endanger any teaching programs, he didn't believe. His almost total concern was about UK. He indicated the litigation (breach notice) was all about their trying to keep leverage to assure we didn't do anything with UK. He indicated we would "certainly be faced with anti-trust challenge." Kept

mentioning our litigation. We clarified it was only because of their breach notice and threat. He ended meeting with "See you in court."

**Thursday, 1/16/14 10 AM**

# Privileged

SAW phoned DD to ask for clarification. DD responded that they would withdraw Land Lease notice of Default if we would withdraw the Request for Declaratory Judgment plus pay them the "retro" payment of \$10.75 M, since his Dept of Peds are in a deficit situation. (We don't owe them anything by contract, and have never agreed to any "retro" label, but did include an upfront payment in the Affiliation Agreement Proposal of this amount which included some items which we had originally agreed to in the Sept 2012 Term Sheet that was a combination of retro payments back for 2012 for items we agreed to pay for going forward. Of course, we also were getting something for this, such as exclusivity, etc. ) I told him I would take it under advisement and give him an answer within 24 hours.

**Thursday, 1/16/14 12:28 PM**

Received email from DD

From: Dunn, David Lewis [mailto:david.dunn@louisville.edu]  
Sent: Thursday, January 16, 2014 12:28 PM  
To: Williams, Steve  
Subject: Follow up...  
Importance: High

Steve: thanks for the time this morning and for the follow up by phone a little while ago. As we are ready to file our answer and counterclaim, I would suggest that by no later than 12N tomorrow we agree to toll all aspects of the litigation for 15 days. This would be predicated upon Norton not having contacted and released information to the public and the media. Assuming that you have not, the 15 days would allow us to sit down and perhaps craft a mutually satisfactory agreement and financial terms based upon our current respective points of view. Please let me know your thoughts at your earliest convenience.

Best, David

**Thursday, 1/16/14 2:16 PM**

I responded to DD.

From: Williams, Steve  
Sent: Thursday, January 16, 2014 2:16 PM  
To: Dunn, David Lewis  
Subject: RE: Follow up...

David,

We have provided the AG and Gov offices a copy of the letter I provided you this AM, to keep them abreast of the situation, as we had promised. Likewise, we provided a few key message points (not the letter) to a few other elected leaders. We have had no discussions or inquiries. We do not plan to

provide anything to media unless contacted. Likewise, we will withhold communications to medical staff/employees, assuming you are doing likewise.

I will be consulting with our governance leadership regarding your proposal in your 12:28 PM email today as well as the matter we discussed by phone this morning, and as promised, will respond by 12N tomorrow. Thanks

Steve

**Thursday, 1/16/14 2:30 PM**

Executive Committee briefing. Participating: Hampton, Heyburn, Mayes, Guillaume, Paradis

Excellent discussion/Q&A, covering various potential alternatives, pros/cons. Agreed that mgmt should lay out for Friday AM conf call the issues, options, considerations, etc.

# Privilege

**INFORMATION FOR CONSIDERATION BY EXECUTIVE COMMITTEE MEETING Friday, 1/17/14  
10:15 AM**

Please refer to Attachment: CONSIDERATIONS, EXEC COMM 1/17/14

# **EXHIBIT 8**

Message

**From:** Dunn, David Lewis [david.dunn@louisville.edu]  
**Sent:** 1/21/2014 2:19:13 AM  
**To:** Williams, Steve [Steve.Williams@nortonhealthcare.org]  
**Subject:** Re: Understanding of current status

The most fundamental issue that the Commonwealth per their directive must be a party to the deliberations, which you assiduously continue to ignore...

Sent from my iPhone

On Jan 20, 2014, at 10:23 PM, "Williams, Steve"  
<Steve.Williams@nortonhealthcare.org<mailto:Steve.Williams@nortonhealthcare.org>> wrote:

And, generally, what terms of the land lease amendment are unacceptable ?

**From:** Dunn, David Lewis [mailto:david.dunn@louisville.edu]  
**Sent:** Monday, January 20, 2014 10:01 PM  
**To:** Williams, Steve  
**Subject:** Re: Understanding of current status

Steve: yes, with the exception that I was explicit that the some of the terms proposed for the land lease were unacceptable and would require input from the Commonwealth, which you acknowledged to be the case and needed further discussion an negotiation with the Commonwealth at the table.

Best, David

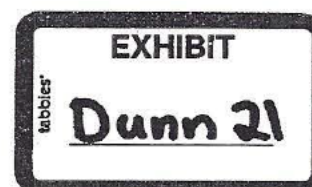
Sent from my iPad

On Jan 20, 2014, at 9:44 PM, "Williams, Steve"  
<Steve.Williams@nortonhealthcare.org<mailto:Steve.Williams@nortonhealthcare.org>> wrote:

David, the following reflects the understanding that Russ and I had from our phone conversation on Friday at 12:10 PM. As you will recall, we went over it point by point with you twice on the phone to make sure we were all in agreement. This, in turn, was what we provided to our attorneys to begin work on appropriate documents, so that we could all maximize what we accomplish this week, and would be the starting point, of course, for the anticipated meeting tomorrow. Please confirm this is your basic understanding of where we are.

1. We take the existing 2008 Affiliation Agreement, as is, and roll it over to a five year agreement, beginning 1-1-2014, with an auto-renewal for additional five year terms.
2. NHC makes lump sum payment of \$10.75 million to UL and UL agrees that the payments covers all claims of any payments UL believes NHC owes or committed to UL. This will include \$3.3 in payments for contracts having already being submitted to UL last July for approval, resubmitted last week to Dr. Dunn, and made retroactive to 7-1-13. The remaining \$7.4 million will be made in a lump sum and shall be used for pediatrics. (We have a list of how it could be allocated or labeled if needed.)
3. NHC's proposed "fix" for land lease amendment that we had submitted (Cincy on through mid Dec) will be agreed to by UL, and we jointly propose to state for approval. It will be made clear that ...
  - a. If UofL discontinues the affiliation agreement with NHC, UL cannot then use that as basis for notice of breach in order to try to take the hospital property.
  - b. NHC must continue to make the hospital available to UL and can't discontinue the affiliation and exclude UL from the hospital, thereby jeopardize UL's pediatric program
4. UL and NHC "stand down" on litigation: UL withdraws the Notice of Breach, NHC withdraws the Request for Declaratory Judgment.
5. Tolling agreement is extended for 30 days to finalize above agreements. Tolling agreements can be terminated by either party with 5 days notice.
6. We will get together next Tuesday, Jan 21, with attorneys, and expedite development of agreements.

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7. We then get to state authorities as soon as possible, hopefully next week (now this week), to seek conceptual approval, so that before NHC mgmt and board leave town next Friday, Jan 24, we have an understanding as to whether we have a deal or not, subject perhaps to final documentation with state and signatures.

Thanks.

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# **EXHIBIT 9**

---

**From:** Collier, Philip [PCOLLIER@stites.com]  
**Sent:** Wednesday, October 15, 2014 4:07 PM  
**To:** Bradford, David J.; Farris, Marjorie  
**Cc:** 'Riley, Sean (KYOAG)'; 'Crittenden, Laura (KYOAG)'; 'Newberg, Joe (KYOAG)'; 'David Tachau'; 'Dustin Meek'; Yusim, Bradley M.  
**Subject:** RE: proposed stipulation re Nov. 3 hearing - Norton v. U of L

David –

Our understanding of the facts varies with your understanding of the facts and we would not accept the stipulation you have proposed. Further, the proffered stipulation is not relevant in any way to your client's claim that the parties agreed to a verbal settlement on January 17, 2014.

Phil

---

**From:** Bradford, David J. [<mailto:dbradford@jenner.com>]  
**Sent:** Wednesday, October 15, 2014 5:03 PM  
**To:** Collier, Philip; Farris, Marjorie  
**Cc:** 'Riley, Sean (KYOAG)'; 'Crittenden, Laura (KYOAG)'; 'Newberg, Joe (KYOAG)'; 'David Tachau'; 'Dustin Meek'; Yusim, Bradley M.  
**Subject:** RE: proposed stipulation re Nov. 3 hearing - Norton v. U of L

Phil, I appreciate your response to the email below at your first convenience. Thanks much, David

---

## David J. Bradford

**Jenner & Block LLP**  
353 N. Clark Street, Chicago, IL 60654-3456 | [jenner.com](http://jenner.com)  
(312) 923-2975 | TEL  
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**From:** Bradford, David J.  
**Sent:** Tuesday, October 14, 2014 8:25 PM  
**To:** 'Collier, Philip'; Farris, Marjorie  
**Cc:** 'Riley, Sean (KYOAG)'; Crittenden, Laura (KYOAG); Newberg, Joe (KYOAG); David Tachau; 'Dustin Meek'; Yusim, Bradley M.  
**Subject:** proposed stipulation re Nov. 3 hearing - Norton v. U of L

Phil,

I am writing to propose a stipulation regarding testimony that we would otherwise seek to elicit from the Office of the Attorney General at the hearing scheduled for November 3, 2014. I am hopeful that by this stipulation, we can avoid the necessity for calling a representative of the Office of Attorney General as a witness (and/or the necessity of taking a deposition of such a representative.)

As you know, at his deposition, Dr. Dunn testified that there had been a direction from the Commonwealth that Norton and U of L not discuss the land lease or a land lease amendment. See, as but a few examples: *Tr. At 20: "Mr. Williams thought we could have discussions about the land lease...And I told him that I would not agree to that because the Commonwealth had directed us not to do that."*; *Tr. At 46: Q: "And it was approximately a day or two after this communication was shared with the Attorney General's Office that you received the instruction from that Office that the parties could no longer talk about the lease issues; is that correct?" A: "That sequence is correct."*; *Tr. at 48: "Do you recall in general terms that you phoned Mr Williams that Friday and asked him now that the Attorney General's Office has told us we can't talk about the land lease, how do you want to proceed?" A: I do.*

It is Norton's understanding that although the Commonwealth may have indicated to both parties that the Commonwealth would only be willing to entertain suggestions for reasonable amendments to the land lease after the parties reached substantive agreement on business issues, that the Commonwealth did not direct U of L not to discuss land lease amendments with Norton outside the presence of the Commonwealth.

We suggest a simple stipulation that provides in substance, that if called to testify, a representative of the Commonwealth would testify that the Commonwealth did not direct U of L not to discuss a land lease amendment with Norton outside the presence of the Commonwealth. I understand from preliminary communications with Sean Riley that he would be amenable to a stipulation on this topic, provided, of course, that it is accurate. Assuming you are amenable to the process of stipulation so as to avoid burdening the Commonwealth with discovery and a demand for live testimony, I will forward a draft stipulation to you and Sean for review.

Please advise whether you are amenable to addressing this matter through a stipulation, subject, of course, to agreement on its substance. Thank you in advance for your cooperation, David

# **EXHIBIT 10**

---

**From:** Riley, Sean (KYOAG) [Sean.Riley@ag.ky.gov]  
**Sent:** Wednesday, October 22, 2014 12:33 PM  
**To:** Bradford, David J.  
**Cc:** Crittenden, Laura (KYOAG); Yusim, Bradley M.  
**Subject:** RE:

David, after conferring with client, we cannot agree to these stipulations. Anything we could offer you is probably not going to get you what you want. So, we plan to file a motion for a protective order today and notice it for Wednesday 10/29. Again, we believe that there are other ways to show the Commonwealth's position that make deposing a representative of the Cabinet unnecessary—including the two documents you attached to your email when you first broached this possibility—but you disagree with me on this point. Accordingly, we have to proceed in this fashion.

---

**From:** Bradford, David J. [mailto:dbradford@jenner.com]  
**Sent:** Tuesday, October 21, 2014 4:11 PM  
**To:** Riley, Sean (KYOAG)  
**Cc:** Crittenden, Laura (KYOAG); Yusim, Bradley M.  
**Subject:** RE:

Sean,

We suggest a stipulation would read as follows:

The Commonwealth, Norton and U of L stipulate and agree that if called to testify, a representative of the Commonwealth would testify as follows:

1. No representative or counsel for the Commonwealth told any representative or counsel for the University of Louisville, between December 15, 2014 and January 17, 2014, not to discuss the Ground Lease or a Ground Lease amendment with Norton.
2. On or about December \_\_, 2013, counsel for the Commonwealth discussed with counsel for U of L the status of settlement negotiations between U of L and Norton. Counsel for the Commonwealth told \_\_\_\_, counsel for U of L, that \_\_\_\_\_.

Also, please note our understanding is that the deadline for filing a motion to be heard the following Wednesday, under the 5 day rule, would be the end of the day tomorrow – not Thursday.

Please let me know if it would be helpful to discuss. Thanks, David

---

**From:** Riley, Sean (KYOAG) [mailto:Sean.Riley@ag.ky.gov]  
**Sent:** Tuesday, October 21, 2014 1:11 PM  
**To:** Bradford, David J.  
**Cc:** Crittenden, Laura (KYOAG)  
**Subject:** RE:

David, can you share with me your proposed stipulation language? I don't have a problem stipulating in theory, I'm just not sure we would find ourselves in agreement on the language of any stipulation. And even if we did, I'm not sure U of L would agree. Accordingly while I am happy to consider your proposal, since I don't think it's likely we will ultimately agree on language, we will still prepare a motion to quash which we will notice for next Wednesday.

10/29. We would file that by Thursday to remain within the 5 day filing for Franklin Circuit, so we have some time to have a back and forth about the language of a proposed stip if you see value in that.

---

**From:** Bradford, David J. [<mailto:dbradford@jenner.com>]

**Sent:** Monday, October 20, 2014 9:58 AM

**To:** Riley, Sean (KYOAG); Collier, Philip; Farris, Marjorie

**Cc:** Hopkins, Hollie (Gov Office); Bender, Robyn (KYOAG); Newberg, Joe (KYOAG); Crittenden, Laura (KYOAG); Adams, William H (PPC); David Tachau; Dustin Meek; Yusim, Bradley M.

**Subject:** RE:

Sean, we respectfully disagree with the premise, reasoning and position set forth in your email. Please let me know what date you intend to notice the motion to quash for, so that I can plan accordingly. Also, to be clear, we remain open to resolving the matter by stipulation so as to avoid motion practice, if you can persuade U of L, with whom your Office has asserted a "joint interest" for privilege purposes, to cooperate with that suggestion. Any stipulation can be subject to relevancy objections that would be ruled upon at the time of the hearing. We also look forward to continuing cooperation with you and your Office on other matters. Thank you for the heads up and explanation. All the best, David

---

**From:** Riley, Sean (KYOAG) [<mailto:Sean.Riley@ag.ky.gov>]

**Sent:** Friday, October 17, 2014 1:36 PM

**To:** Bradford, David J.; Collier, Philip; Farris, Marjorie; [ewiemken@stites.com](mailto:ewiemken@stites.com); David Tachau; Dustin Meek; Yusim, Bradley M.

**Cc:** [Hollie.Hopkins@ky.gov](mailto:Hollie.Hopkins@ky.gov); [Robyn.Bender@ag.ky.gov](mailto:Robyn.Bender@ag.ky.gov); Newberg, Joe (KYOAG); Crittenden, Laura (KYOAG); Adams, William H (PPC)

**Subject:** RE:

David:

After reviewing Dr. David Dunn's deposition transcript, it appears that the introduction of the word "directive" was actually through your question, and not a word chosen or originally used by Dr. Dunn. See p. 18:18-19. Although the Cabinet does not dispute that Dr. Dunn adopted the word after its introduction into the exchange by you, we feel that Dr. Dunn's broader testimony speaks for itself and reflects his subjective understanding of the conversations his counsel had with the Commonwealth.

We plan to file a motion to quash your Notice of Deposition. First and foremost, it is the position of this office that the Commonwealth of Kentucky is a sovereign entity. Accordingly, no one person can speak for it in a 30.02(6) deposition. Furthermore, the Commonwealth, writ large, is not a government agency under KRCF 30.02(6).

To the extent your Notice of Deposition is actually intended for the Office of the Attorney General, under well-established Kentucky law, a party may not examine the attorney of an opposing party absent a showing from the requesting party that the information sought: (i) is relevant and not privileged; (ii) that there are no other means of obtaining the information other than deposing counsel; and (iii) the information is crucial to the case. *McMurry v. Eckert*, 833 S.W.2d 828, 830 (Ky. 1992). We do not believe your client can meet this burden. This office and the Cabinet do not agree that the information you are trying to discover here is at all relevant or probative to/on the question of whether an oral settlement was reached as between Norton and the UofL on 1/17/14.

You have had the opportunity to depose Dr. Dunn, and he has testified to his understanding of the Commonwealth's position at length. You also have received at least two communications—one from

Attorney General Conway via email to Steve Williams, and one joint communication from the Governor and Attorney General to both your client and the UofL—that expressly reflect the position of the Commonwealth on the question of negotiating the Land Lease.

We feel the Commonwealth's position as relayed to the parties is consistent with each of these public communications. The extent to which subjective understandings of the Commonwealth's position diverged from these communications, either as a matter of understanding or negotiating tactics, is not an issue on which we can offer probative testimony on.

Early next week we will file a motion to quash and serve you electronically.

Regards,  
Sean

Sean J. Riley  
Chief Deputy Attorney General  
Office of the Attorney General  
Commonwealth of Kentucky  
700 Capital Avenue  
Suite 118  
Frankfort, KY 40601  
Direct: (502) 696-5650  
[sean.riley@ag.ky.gov](mailto:sean.riley@ag.ky.gov)

---

**From:** Bradford, David J. [<mailto:dbradford@jenner.com>]  
**Sent:** Wednesday, October 15, 2014 10:00 PM  
**To:** Riley, Sean (KYOAG); Crittenden, Laura (KYOAG); Newberg, Joe (KYOAG); 'Collier, Philip'; Farris, Marjorie; 'ewiemken@stites.com'  
**Cc:** David Tachau; 'Dustin Meek'; Yusim, Bradley M.  
**Subject:**

Sean,

Thank you for participating in our recent communications regarding a potential stipulation. As you no doubt observed, it appears that University of Louisville is unwilling to agree to a stipulation, so as to avoid the necessity for discovery and/or a request that a representative of the Commonwealth testify at the evidentiary hearing on November 3, 2014.

As a result of U of L's decision, we have no choice but to notice a deposition of a representative of the Commonwealth to address the narrow question of whether the Commonwealth directed University of Louisville not to discuss a land lease amendment (and/or not to do so outside the presence of the Commonwealth).

The attached notice sets a deposition for October 27. We are flexible on the date provided that it is on or before October 30, which is two business days before the November 3 evidentiary hearing. We do not intend to address any issues in the deposition except the single, narrow topic identified in the attached notice and we

expect the testimony on direct examination in the deposition to take more than 15 minutes. Please confirm whether this date and time work for you, or whether a different date and time is preferable.

By this email, I am also serving the notice on counsel for U of L. Of course, Norton will remain willing to withdraw the notice if the requested testimony can be agreed upon by stipulation.

Thank you in advance for your cooperation. All the best, David.

---

**David J. Bradford****Jenner & Block LLP**

353 N. Clark Street, Chicago, IL 60654-3456 | [jenner.com](http://jenner.com)

(312) 923-2975 | TEL

(312) 840-7375 | FAX

[dbradford@jenner.com](mailto:dbradford@jenner.com)

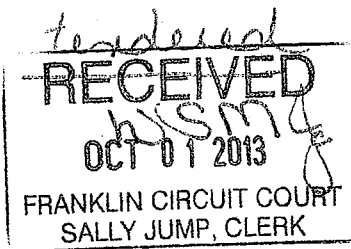
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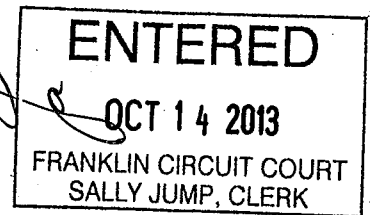
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# **EXHIBIT 11**



COMMONWEALTH OF KENTUCKY  
FRANKLIN CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 13-CI-1060



NORTON HEALTHCARE, INC.

PLAINTIFF

v. **AGREED ORDER REGARDING SCHEDULING OF HEARING**

UNIVERSITY OF LOUISVILLE

DEFENDANT

\* \* \* \* \*

WHEREFORE, the parties have agreed to make reasonable efforts to discuss a resolution of the issues raised in this lawsuit, but have also jointly agreed to move this Court to schedule a hearing on or about December 16, 2013 for the purpose of addressing specific issues in controversy (the "Identified Issues");

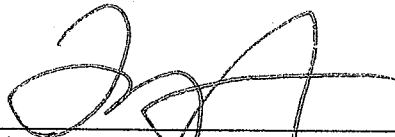
WHEREFORE, the parties jointly request that the Court set such a hearing for December 16, 2013, or at the Court's soonest availability thereafter, to continue from day-to-day until completed, for the purpose of hearing and addressing the Identified Issues;

WHEREFORE, the parties have agreed that the following Identified Issues designated by Norton may be addressed at the hearing in the event that the parties are unable to reach an agreed resolution before that date:

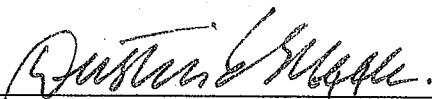
- (a) Whether U of L is authorized to declare defaults under or terminate the 1981 lease for the land underlying Kosair Children's Hospital (the "Lease"); and
- (b) Whether Norton's consummation of the agreement with the University of Kentucky ("UK") contemplated by the Norton/UK letter of intent would breach any obligation under the Lease; and

WHEREFORE, the parties have agreed that University of Louisville may designate additional Identified Issues to be addressed at the December 16 hearing, if any, on or before the date on which it files its answer and counterclaims.

IT IS HEREBY ORDERED that a hearing is set for [December 16, 2013 or the Court's soonest availability thereafter]: December 19, 2013/10:00 ato be continued day-to-day at the Court's availability until completed thereafter, to address the parties' Identified Issues.

  
\_\_\_\_\_  
Judge, Franklin Circuit Court  
Date: 10/14/2013

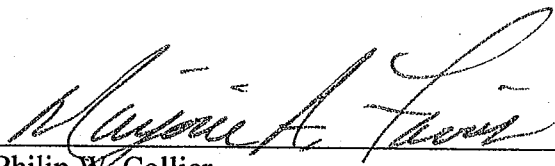
Agreed to by:

  
\_\_\_\_\_  
David J. Bradford  
Daniel J. Weiss  
Bradley M. Yusim  
JENNER & BLOCK LLP  
353 North Clark Street  
Chicago, IL 60654  
Telephone: (312) 923-2975

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SALLY JUMP, CLERK  
NO. 13-CI-01060

ENTERED  
JAN 24 2014  
FRANKLIN CIRCUIT COURT  
SALLY JUMP, CLERK

FRANKLIN CIRCUIT COURT

DIVISION TWO

NORTON HEALTHCARE, INC.

PLAINTIFF

v. **AGREED ORDER REGARDING RESCHEDULING OF HEARING**

UNIVERSITY OF LOUISVILLE

DEFENDANT

\* \* \* \* \*

WHEREFORE, the parties have agreed to make reasonable efforts to discuss a resolution of the issues raised in this lawsuit, but have also jointly agreed to move this Court to reschedule a hearing currently scheduled for April 17, 2014 to a date and time on or about May 20, 2014 for the purpose of addressing specific issues in controversy (the "Identified Issues");

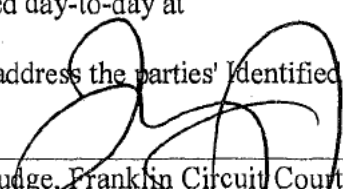
WHEREFORE, the parties jointly request that the Court reschedule such a hearing for May 20, 2014, or at the Court's soonest availability thereafter, to continue from day-to-day until completed, for the purpose of hearing and addressing the Identified Issues;

WHEREFORE, the parties have agreed that the following Identified Issues designated by Norton may be addressed at the hearing in the event that the parties are unable to reach an agreed resolution before that date:

- (a) Whether U of L is authorized to declare defaults under or terminate the 1981 lease for the land underlying Kosair Children's Hospital (the "Lease"); and
- (b) Whether Norton's consummation of the agreement with the University of Kentucky ("UK") contemplated by the Norton/UK letter of intent would breach any obligation under the Lease; and

WHEREFORE, the parties have agreed that University of Louisville may designate additional Identified Issues to be addressed at the May 20 hearing, if any, on or before the date on which it files its answer and counterclaims.

IT IS HEREBY ORDERED that a hearing is set for [May 20, 2014 or the Court's  
soonest availability thereafter]: , to be continued day-to-day at  
the Court's availability until completed thereafter, to address the parties' Identified Issues.

  
Judge, Franklin Circuit Court

Date: 7/24/2014

**Agreed to by:**

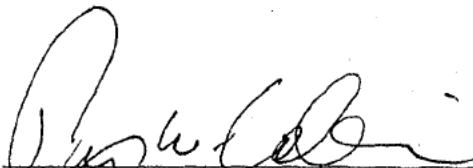
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