

SECOND AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT

This SECOND AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT (this "Amendment") is entered into effective as of December 31, 2018 (the "Amendment Effective Date") by and between (i) the UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth of Kentucky ("University") and (ii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation ("KentuckyOne"). University and KentuckyOne are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, University and KentuckyOne are parties to that certain Academic Affiliation Agreement, dated July 1, 2017, as amended (the "AAA"), related to University teaching, training, and clinical programs based at Jewish Hospital and Frazier Rehab Institute; and

WHEREAS, in accordance with Section 8.3 of the AAA, the Parties desire to extend the term of the AAA and amend the AAA as described herein.

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

1. **Amendment to Section 3.3(a)**. Section 3.3(a) of the AAA is hereby amended by deleting the Academic Payment amount in the first sentence and replacing it with \$43,579,290.
2. **Amendment to Section 8.1**. Section 8.1 of the AAA is hereby deleted in its entirety and replaced with the following:

8.1 **Term**. The term of this Agreement shall be for a period of twenty-two (22) months, commencing on the Effective Date, and continuing through April 30, 2019 (the "Term"), subject to early termination in accordance with the terms of any written agreement between the Parties.
3. **Amendment to Exhibit C**. Exhibit C of the AAA is hereby amended to add the Amendment to Master Support and Services Agreement, dated December 31, 2018 which is attached hereto and incorporated herein by reference.
4. **Remainder of Agreement**. Except as specifically set forth herein, all other provisions of the AAA shall remain as originally set forth therein.
5. **Definitions**. Capitalized terms used herein and not specifically defined shall have the meanings ascribed to them in the AAA.

6. **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.

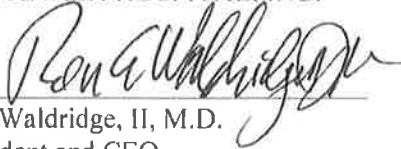
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective representatives as of the day and year first above written.

KENTUCKYONE HEALTH, INC.

UNIVERSITY OF LOUISVILLE

d/b/a JEWISH HOSPITAL, INC.

By: 
Ron Waldrige, II, M.D.
President and CEO

By: _____
Neeli Bendapudi, Ph.D.
President

[Signature page to Amendment to AAA]

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KENTUCKYONE HEALTH, INC.
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By: _____
Ron Waldrige, II, M.D.
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UNIVERSITY OF LOUISVILLE

By: Neeli Bendapudi
Neeli Bendapudi, Ph.D.
President

[Signature page to Amendment to AAA]