

## SECOND AMENDMENT TO MASTER SUPPORT AND SERVICES AGREEMENT

This SECOND AMENDMENT TO MASTER SUPPORT AND SERVICES 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 (“**UofL**”), (ii) UNIVERSITY OF LOUISVILLE PHYSICIANS, INC., a Kentucky nonprofit corporation (“**ULP**”), and (iii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation (“**KYOne**) (each a “**Party**” and collectively “**Parties**”).

### RECITALS

**WHEREAS**, UofL and KYOne 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;

**WHEREAS**, UofL, ULP, and KYOne are parties to that certain Master Support and Services Agreement, effective July 1, 2017 and as amended on February 21, 2018 (the “**MSA**”), which set out KYOne’s financial commitment to support academic and clinical programs at UofL, as well as the Parties’ mutual obligations related to clinical programs as contemplated under the AAA.

**WHEREAS**, UofL and KYOne agreed to extend the term of the AAA by an additional four months, by amendment dated December 31, 2018; and

**WHEREAS**, in accordance with Section 12.9 of the MSA, the Parties desire to extend the term of the MSA to twenty-two (22) months as well and to further amend the MSA 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 8.1.** Section 8.1 of the AAA is hereby amended by deleting the second sentence in its entirety and replacing it with the following:

“This Agreement shall automatically renew at the end of the Term for a period of ten (10) months (the “**Extended Term**”), subject to early termination in accordance with the terms of any written agreement between the Parties.”

2. **Remainder of Agreement.** Except as specifically set forth herein, all other provisions of the MSA shall remain as originally set forth therein.

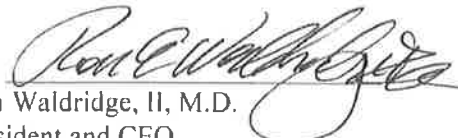
3. **Definitions**. Capitalized terms used herein and not specifically defined shall have the meanings ascribed to them in the MSA.

4. **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.

*[Signature Page Follows]*

**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.  
d/b/a JEWISH HOSPITAL, INC.

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

UNIVERSITY OF LOUISVILLE

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

UNIVERSITY OF LOUISVILLE  
PHYSICIANS, INC.

By: \_\_\_\_\_  
Gerald Rabalais, M.D.  
CEO

*[Signature page to Amendment to MSA]*

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Neeli Bendapudi, Ph.D.  
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UNIVERSITY OF LOUISVILLE  
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By: \_\_\_\_\_  
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CEO

*[Signature page to Amendment to MSA]*